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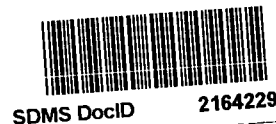
## NOXELL CORPORATION

1 Procter & Gamble Plaza  
Cincinnati, OH 45202

PFE ORIGINAL

May 23, 2012

Ms. Joan Martin Banks (3HS62)  
United States Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029



Re: Sauer Dump Site, also known as the Cove Road Dump, and the Lynhurst Road Dump, Dundalk (Baltimore County), Maryland

Dear Ms. Martin Banks:

Noxell Corporation has received a CERCLA Section 104(c) Information Request with respect to the subject Site. Although we have been working diligently to respond to this request, I am afraid that searching our records and otherwise preparing our response is taking longer than I would have wished. In addition, we have not yet received a response to our FOIA request for information that the government may have that suggests a connection between Noxell and the subject Site (request submitted on May 4, 2012).

Our response is due to you on May 24. Due to the vacation schedules of certain key people at our Hunt Valley, Maryland facility, however, I will not be able to provide a complete response by then. I am hopeful that you would be agreeable to our taking a few more days to complete our submission. Please be assured that I will provide a response for Noxell as soon as I can but not later than the end of June. Meanwhile, if you have any questions or concerns please do not hesitate to contact me.

Yours truly,

A handwritten signature in cursive script that reads "Margaret W. Dewan".

Margaret W. Dewan

# NOXELL CORPORATION

1 Procter & Gamble Plaza  
Cincinnati, OH 45202

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June 27, 2012

VIA FEDERAL EXPRESS

Ms. Joan Martin Banks (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

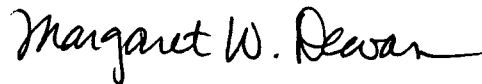
Re: Sauer Dump Site, also known as the Cove Road Dump, and the Lynhurst Road Dump,  
Dundalk (Baltimore County), Maryland – Noxell Corporation's Response to Information  
Request

Dear Ms. Martin Banks:

Enclosed please find Noxell Corporation's response to EPA's Request for Information  
concerning the Sauer Dump, AKA Cove Road Dump, Baltimore County, Maryland.

Thank you for your earlier assistance in allowing Noxell an additional thirty days in which to  
respond to this matter. Please address any future correspondence about the site to the  
undersigned.

Sincerely,



Margaret W. Dewan  
Senior Counsel

cc: Garland Hobson  
Chris Squires

**Sauer Dump Site, also known as the Cove Road Dump, and the Lynhurst  
Road Dump, Dundalk (Baltimore County), Maryland**

**Noxell Corporation's Response to EPA's Request for Information**

**Preliminary Statement:** In the course of Noxell's internal investigation in the preparation of this response, Noxell was not able to find much information, documentary or otherwise, responsive to any of these questions, with the exception of information gained through a discussion with its trash hauler since 1971. In 1997, however, Noxell gathered as much internal information as it could find as part of a good faith, comprehensive investigation conducted in connection with preparing its response to a similar information request from EPA in the matter of the **68<sup>th</sup> Street Site (Baltimore/Baltimore County, MD)**. Given that the questionnaires for the 68<sup>th</sup> Street Site and the Sauer Dump Site are very similar, we have incorporated information here from the earlier response. Some of the people contacted for information relevant to the 68<sup>th</sup> Street Site questionnaire are now deceased, as further detailed in the response to Question 14 below. Contact information for the people consulted in connection with the 68<sup>th</sup> Street Site is the most current information that we have.

- 1. What is the current nature of your activity? What was the nature of your activity during the period from 1960 to 1990? Please describe in detail if the nature of your activity changed from the period 1960 to 1990. Please provide a detailed explanation of the changes to date.**

Noxell Corporation makes the Cover Girl® line of cosmetics at its facility at 11050 York Road, Hunt Valley, MD 21030-2005. These products include liquid face makeup; loose and pressed powders and blushes; eye shadows, pencils and liners; mascaras; and lipsticks and lip liners. Cover Girl® cosmetics are marketed through mass merchandisers, grocery stores, drug stores and other retail businesses nationwide. Although Noxell has always been in the business of beauty and skin care, its product lines have changed somewhat over time. In each case, Noxell operations have consisted of, and consist of, blending raw materials and packaging finished products.

The Noxzema Chemical Company, now known as Noxell Corporation, moved its manufacturing operations to their current location at 11050 York Road, Hunt Valley, MD 21030-2005 in 1966. Prior to that year the company's operations were located at Falls Cliff Road and 32<sup>nd</sup> Street, Baltimore, MD. The Noxzema Chemical Company historically made Noxzema® skin care products. The product line in 1960 consisted of skin cream and lotion, shave cream and various other skin care preparations and soap, and suntan products. Cover Girl® liquid makeup and pressed and loose powders were added in 1961. The Company changed its name to Noxell Corporation in 1966 along with the move of operations to Hunt Valley, and in the 1960's various

acne medications were added to the product line. The Cover Girl® line added lipsticks in 1965 and eye cosmetics in 1971. Other products added by 1975 included Noxzema® sunburn spray, Cover Girl® liquid eye shadow, Denta Fresh® denture cleaner and Wash and Comb brand shampoo, as well as Raintree® skin lotions and creams. In 1977 Noxell added Cover Girl® nail polish but discontinued denture cleaner. By 1978, shampoos, Thera Blem® skin care products and Raintree® lotions were discontinued and Noxzema® skin cleanser was added.

Lestoil® household cleaner was added in 1980, and another acne skin product ("Acne 12") was added in 1981, but there were no changes thereafter until 1986 when the Clarion® line of cosmetics was added (liquid make up, face powders, blushes, eye shadow, concealer, lipsticks, moisturizers and mascaras). Clarion® nail polish followed in 1990. During the years thereafter until the present Noxell has discontinued the making of all Noxzema®, Clarion®, Lestoil® and other products, and added and later discontinued Olay® and Max Factor® cosmetic products.

**2. Please provide the following information regarding all wastes and by-products produced by you during the period 1960 – 1990:**

**(a) The nature of each "waste"**

While we have no documents or other records responsive to this question, waste generated during the period 1960 – 1990 could have consisted of the following materials:

1. Miscellaneous packing materials such as corrugated, paper, jars, tubes, bottles or any other type of material used to package finished products produced during that time.
2. Miscellaneous raw materials used in product formulations that were expired or otherwise unfit for use.
3. Office and cafeteria waste.
4. Construction type materials such as wood, metal, cement etc.
5. Rags and wipes used in general cleaning (cleaning products are believed to have been general household-type cleaners consisting of water and surfactant ingredients).
6. Finished product waste generated from bad batches, product that was contaminated because it came into contact with the floor or other reasons. While we were unable to locate any records relating to product composition, included here is what information we were able to gather fifteen years ago in connection with the 68<sup>th</sup> Street Site in response to a similar question to which we responded, along with what information we could find relating to products introduced after 1975:

The product line in 1960 consisted of the following:

**Noxzema® Skin Cream -**

Chemical make-up includes water, stearic acid, linseed oil, soybean oil fragrance, propylene glycol, gelatin, ammonium hydroxide, calcium hydroxide, camphor, phenol (less than 0.5%), clove oil, menthol, eucalyptus oil.

**Noxzema® Shave Crème -**

Chemical make-up includes water, stearic acid, soybean oil, mineral oil, (Tube & Jar only) propylene Glycol, gelatin, ammonia, potassium hydroxide, calcium hydroxide, and FDC Red #3.

**Noxzema® Sun Tan Products -**

Chemical make-up includes octyloimethyl PABA, homomenthyl-salicytate, PABA dimethyloctyle, and salicylate-d'homomenthlyte.

**Nox - Ivy® Lotion -**

Chemical make-up includes jewel weed, isopropyl alcohol, and water.

**Noxzema® Cold Cream -**

Chemical make-up includes water, menthol, camphor, clove oil, eucalyptus oil, and menthyl & propylparahydroxy benzoate's.

**Noxzema® Bar Soap -**

Chemical make-up - No Data Found, however, it is assumed this product was made the same way other bar soaps were made at that time with the addition of the active ingredients used in Noxzema® products.

**Aerosol & Menthol Shave Cream** - Chemical make-up includes hexachlorophene menthol, camphor, clove oil, eucalyptus oil, phenol (less than 0.5%), peppermint oil water, stearic acid, soybean-oil, mineral oil, propylene glycol, gelatin, ammonia, potassium hydroxide, calcium hydroxide.

**Noxain® Cream** - Chemical make-up includes stearic acid, soybean-oil, mineral oil, tegin 515, cetyl alcohol, water, ammonia, lime, gelatin, propylene glycol, cycloform, medication f, potassium hydroxide.

**Noxzema® Medicated Skin Lotion**- Chemical make-up includes camphor, phenol (less than 0.5%), clove oil, propylene glycol, linseed oil, eucalyptus oil, menthol, water, stearic acid, soybean oil, fragrance, triethanolamine, cetyl alcohol, carbomer 934, gelatin and calcium-hydroxide.

The Noxzema Chemical Company added the **Cover Girl®** Make-up line in 1961 which included the following items:

**Liquid make-up** - Chemical make-up includes water, propylene glycol, decyl oleate, glycerol-stearate, talc, stearic acid, myristyl myristate, bentonite, fragrance, triethanolamine, methylparaben, camphor, propylparaban, magnesium aluminum silicate, clove oil, eucalyptus.

**Pressed Powders** - Chemical make-up includes talc, zinc stearate, kaolin, oat flour, mineral oil, fragrance, dimethicone, camphor, methylaparaben, propylparaben, sodium -dehydroacetate, clove oil,

eucalyptus oil, menthol, BHA, titanium dioxide and pigments.

**Loose Powders -**

Chemical make-up is basically the same formula with amount variations in raw materials.

In 1962 more shades were introduced to the Cover Girl® line. Chemical make-up for the Cover Girl® line stayed basically the same except for pigment variations.

The product line remained the same until 1965 when lipstick was added to the **Cover Girl®** line.

**Lipstick -**

Chemical make-up includes castor oil, isopropyl isostearate, acetylated lanolin, ozokerite, hydrogenated vegetable oil, dioctyl succinate, candelilla wax, carnauba, vcetylalcohol, paraffin, cetyl lactate, fragrance, propylparaben, tocophery-acetate, mica, titanium dioxide and pigments.

In 1966 the Noxzema Chemical Company changed its name to Noxell Corporation. During this year a new product line was added called Thera-Blem®.

**Thera Blem® -**

Chemical make-up includes lanolin, isopropyl lanolate, neocol 57-e, sorbitan monostearate, glycerol monostearate, stearyl alcohol, cetyl alcohol, mineral oil, brij-58, sodium cmc, propylene glycol, talc, syloid, titanium dioxide, sulfidal, antifoam c, veegum, resorcinol, essential oil, water and pigments.

The next change occurred in 1969 with the addition of Lime Shave Cream – Chemical make-up remains the same except for the additional of lime oil. A new Cover Girl® line was added called Plus 3® Acne Medicine.

**Plus 3® Acne Medicine -**

Chemical make-up includes (only active ingredients could be found) sulphur, resorcinol, phenol (less than 0.5%), menthol, camphor, clove oil, and eucalyptus oil.

In 1971 the Cover Girl® line added the following products:

**Mascara -**

Chemical make-up includes water, sd alcohol 40, beeswax, glyceryl stearate, pup/eicosene copolymer, stearic acid, kaolin, propylene glycol, triethanolamine, xantham gum, propylparaben, methylparaben, trisodium EDTA, quaternium-15 and pigments.

**Eye Shadows -**

Chemical make-up includes talc, mineral oil, zinc state, isopropyl isostearate, polyglyceryl-3-dehydroacetate, BHA, quaternium-15, mica, bismuth, titanium dioxide, oxychloride and pigments.

**Eye Pencils -**

Chemical make-up includes wax, hydrogenated vegetable oil, lanolin, cottonseed oil, silica, sorbitan stearate, polysorbate 60, methylparaben, butylaparaben, BHT, BHA, citric acid, talc, and pigments.

**Liquid Eye Liner -**

Chemical make-up includes water, propylene-glycol, methocel, sodium dehydrocetate, methyl-p-



hydroxybenzoate, propyl p-hydroxybenzoate  
bentonite, brig 30, g-1702, specially denatured-  
alcohol and pigments.

**Eye Make-up Remover -**

Chemical make-up includes mineral oil, squalane,  
lanolin oil and phenoxyethanol.

In 1972 Noxzema® Sunburn Spray was added to the product line:

**Noxzema® Sunburn Spray -**

Benzocaine, benzalkonium chloride, menthol, ethyl  
alcohol 7%.

In 1974 the following new product lines were added:

**Wash and Comb Shampoo -**

Chemical make-up includes trisodium EDTA,  
imidazoliolanyl urea, propylene glycol,  
methylparaben, polymer jr-400, cocamidopropyl-  
betaine, polysorbate-20, lauric diethanolamide,  
maypon up, triethanolamine lauryl sulphate,  
perfume oil, and water.

**Denta Fresh® Denture Cleaner -**

Chemical make-up includes flavor, sulfonated-  
vegetable oil, water, sodium lauryl sulphate, sodium  
phosphate monobasic monohydrate, sodium  
phosphate dibasic mepitahydrate, alcohol, methyl-p-  
hydroxybenzoate, cocomut-amidoalkyl betaine and  
color.

**Raintree® Lotions and Creams -** Chemical make-up includes water, glyceryl stearate, isopropyl palimate, stearic acid, oat flour, glycerin, triethanolamine, isosteric acid, polysorbate-60, mineral oil, dimethicone, lanolin alcohol, propylparaben, methylparaben, imidazolidinyl urea, EDTA, fragrance and dyes.

In 1977 Noxell added nail polish to its product line:

**Cover Girl® Nail Polish -** Chemical make-up includes nitrocellulose, isopropyl alcohol, ethyl acetate, butyl acetate, mica, titanium dioxide; may contain various color components, e.g. manganese violet, red iron oxide, D&C red 6 lake, FD&C yellow 5 lake, silica, ferric ferrocyanide, aluminum powder, iron oxide, ultramarines, D&C red 34 Ca lake.

In 1981 Noxell added a new acne medication:

**Noxzema® ACNE 12 Acne Medicine-** Chemical make-up includes benzoyl peroxide, glyceryl stearate, isopropyl palmitate, magnesium aluminum silicate, methylparaben, peg-20 stearate, PPG-11 stearyl ether, propylene glycol, propylparaben, stearic acid, water, xanthan gum, zinc stearate.

**Clarion®** cosmetics were added in 1986 ( except nail polish, which only joined the line-up in 1990):

**Powder -** Chemical make-up includes talc, polyethylene, kaolin, zinc stearate, mineral oil, isopropyl isostearate, methylparaben, propylparaben, sodium dehydroacetate, quaternium-15, BHA, MICA,

titanium dioxide, iron oxides, may contain ultramarine blue.

**Liquid Make-Up -**

Chemical make-up includes water, isopropyl palmitate, mineral oil, propylene glycol, isopropyl isostearate, methyl gluceth-20, sesouistearate, talc, dimethicone, methyl glucose sesquistearate, glyceryl stearate, stearic acid, dea-cetyl phosphate, cholet-24, cetyl alcohol, diazolinyl urea, methylparaben, xanthan gum, propylparaben, citric acid, titanium dioxide, iron oxides

**Concealer -**

Chemical make-up includes water, isopropyl palmitate, mineral oil, propylene glycol, methyl gluceth-20 sesouistearate, talc, dimethicone, methyl glucose sesquistearate, glyceryl stearate, stearic acid, dea-cetyl phosphate, cholet-24, cetyl alcohol, diazolinyl urea, magnesium aluminum silicate, trisodium EDTA, methylparaben, xanthan gum, propylparaben, titanium dioxide, iron oxides

**Eyeshadow -**

Chemical make-up includes talc, mineral oil, zinc stearate, calcium silicate, methylparaben, propylparaben, sodium dehydroacetate, quaternium-15, BHA, MICA, titanium dioxide, may contain: iron oxides, Chromium oxides greens, manganese violet, iron oxides, ultramarine blue, carmine, chromium hydroxide green, ultramarine violet, ferric ferrocyanide, ultramarine pink, ferric ammonium ferrocyanide, bismuth oxychloride.

**Mascara -**

Chemical make-up includes acrylic/acrylate copolymer, water, SD alcohol 40, beeswax, cetearyl alcohol, ceresin, cetearth-20, ammonium hydroxide, lecithin, quaternium-15, methylparaben, propylparaben, trisodium EDTA, may contain iron oxides, titanium dioxide, ultramarine blue.

**Washable Mascara -**

Chemical make-up includes water, c10-13 isoparaffin or petroleum distillate or C11-12 isoparaffin, carnauba/candelilla wax, lanolin acid, ammonium acrylates copolymer, SD alcohol 40, beeswax, lanolin alcohol, glycerin, quaternium-18, hectorite, propylene, glycol, phenoxyethanol, PEG-5 syoa sterol, quaternium-15, propylene carbonate, methylparaben, xanthan gum, BHA, sodium lauryl sulfate, propylparaben/trisodium edta, ammonium hydroxide, nonoxynol-10, potassium octoxynol-12 phosphate, iron oxides, may contain, ultramarine blue, titanium dioxide.

**Waterproof Mascara -**

Chemical make-up includes petroleum distillate, tall oil glycerides, quaternium-18 hectorite, pvp/eicosene copolymer, trihydroxystearin, magnesium carbonate, carnauba, daolin, propylene carbonate, polyethylene, phenoxyethanol propylparaben, BHA, iron oxides, may contain ultramarine blue, titanium dioxide.

**Liquid Liner -**

Chemical make-up includes water, glycerin, PVP, methyl glucose sesquistearate, methyl gluceth-20 sesquistearate, bentonite, hydroxyethylcellulose, xanthan gum, quaternium-15, methylparaben, propylparaben, trisodium EDTA, iron oxides, Mica, may contain ultramarine blue, titanium dioxide.

**Lining pencil -**

Chemical make-up includes PPG-2, myristyl ether propionate, ceresin, beeswax, polyethylene, carnauba, castor oil, cetyl alcohol, silca silyate, methylparaben, propylparaben butylparaben, BHT, BHA, citric acid, May contain, iron oxides, mica titanium dioxide ultramarine blue, manganese violet, ferric ferrocyanide, chromium hydroxide

green, chromium oxide greens, ferric ammonium ferrocyanide, carmine.

**Lipstick -**

Chemical make-up includes castor oil, oleyl alcohol, arachidyl propionate, isopropyl palmitate, oxokerite, carnauba, candelilla wax, cetyl alcohol, paraffin myristyl lactate, ceresin, ascorbyl palmitate, propylparaben, tocopheryl acetate, titanium dioxide, may contain mica, D&C red No 6 barium lake, iron oxides, D&C red No. 7 calcium lake, D&C yellow No 5 aluminum lake, D&C red no. 27 aluminum lake, FD&C blue no. 1 aluminum lake.

**Blush -**

Chemical make-up includes talc, zinc, stearate, mineral oil, calcium silicate, kaolin, isopropyl isostearate, methylparaben, propylparaben, sodium dehydroacetate, quaternium-15, BHA, mica, titanium dioxide, may contain iron oxides, red 7 calcium lake, ultra marine blue, yellow 5 aluminum lake, carmine, red 6 barium lake.

**Moisturizers & Creams -**

Chemical make-up includes water, mineral oil, stearic acid, cetyl palmitate, castor oil, choleth-24, myristyl alcohol cetyl alcohol, stearyl alcohol, oat flour, methylparaben, propylparaben, carbomer934, dmdm hydantoin, potassium hydroxide. May contain octyl hydro-xystearate, isocetyl stearate, glyceryl stearate, petroleum, glycerin, menthyl gluceth-20, menthol glucose, sesquistearate, PEG 40 stearate, tocopheryl acetate, hydrolyzed elastin, soluble collagen, sodium hyaluronate, linoleic acid, diazolidinyl urea, triethanolamine, disodium edta, yellow 5, red 4, cyclomethicone, diisopropyl dimerate, Steareth-2, magnesium aluminum silicate, dimethicone, tocopheryl acetate, disodium oleamido

PEG 2 sulfosuccinate, xanthan gum, polysorbate 60, butylenes glycol.

**Moisturizer w/SPF -**

Chemical make-up includes ethylhexyl p-Methoxycinnamate, butylenes, glycol, cetyl alcohol, choleth-24, cyclomethicone, diazolidinyl urea, diisopropyl dimerate, disodium edta, glyceryl stearate, hydrolyzed elastin, linoleic acid, magnesium aluminum silicate, methyl gluceth-20 sesquisearate, methyl glucose sesquisteate, methylparaben, octylhydroxystearate, octylisononanoate, PEG-40 stearate, polysorbate 60 propylparaben, sodium hyaluronate, soluble collagen, tocopheryl acetate, water, xanthan gum.

**Toner -**

Chemical make-up includes water, methyl gluceth-20, polysorbate 20, PEG-6 caprylic/capric glycerides, phenoxyethanol, glycerin, diazolidinyl urea pentadecalactone, niacinamide, inositol, d-arabohexulose, collagen, plantain extract, elder flower extract, urea, calendula extract, sage extract, crane's bill extract ginseng root extract, sodium P.C.A. sodium lactate, horsetail extract, sodium benzoate, comfrey extract, wild honey, lactic acid, violet 2, red 33.

**Cleanser -**

Chemical make-up includes water, propylene, glycol dicaprylate/dicaprate, SD alcohol 40, glycerin, clymenthyl gluceth-20, sesquisteate, isocetyl stearate, polysorbate 20, octyldodecyl stearoyl stearate, menthyl glucose sesquisteate, steareth-2, steareth-21, triethanolamine, DMDM hydantoin, methylparaben, carbomer 941, pentadecalactone, propylparaben.

Copies of price lists and certain MSDS's that we were able to extract from Noxell's response to the 68<sup>th</sup> Street Site's information request are attached as Schedule 2(a). Also attached is a more recent MSDS for nail polish. These MSDS's are from the time periods available closest to the 1960-1990 period. Also attached are copies of certain Clarion® cosmetics label artwork, including ingredients. Information relevant to products produced in the 1960-1990 time period may differ from the comparable information provided in the MSDS's and labels attached. No MSDS's are available for the following products:

Noxzema® Sun Tan Products

Nox-Ivy® Lotion

Noxzema® Bar Soap

Noxain® Cream

Wash and Comb Shampoo

Denta Fresh® Denture Cleaner

Thera Blem®

Plus 3® Acne Medication

Noxzema® Sunburn Spray

Noxzema® Skin Cleanser

Lestoil® Household Cleaner

Noxzema® Acne 12 Acne Medication

Clarion® Cosmetics

**(b) The annual quantity of each "waste" used or generated**

We were unable to locate any records of any quantities of wastes used or generated at the Noxell facility during the period 1960 – 1990. Mr. Gerber, whose company has picked up and hauled away waste from the Hunt Valley facility since 1971, has no records older than 7 years but has told us that his company did not transport any waste from anyone to Sauer Dump and he had no contract or other arrangement with Sauer Dump.

**(c) The process in which each "waste" was used or generated**

Noxell's processes consisted of blending ingredients to make its cosmetic products, and packaging those products for sale to consumers. The identities of the ingredients as best that we can reconstruct are included in our response to question 2(a) above. Wastes could have been generated through any of the following activities described in question 2(a), i.e., waste product or packaging, off-specification ingredients, rags and wipes, office and cafeteria operations or construction.

**(d) The types of containers used to dispose of "wastes"**

We have not been able to locate any information that describes the types of containers used during the period 1960 – 1990. The type of container used to dispose of waste product probably was fiber drums. Waste packaged consumer products probably were disposed of in their finished product packaging. According to Mr. Gerber, the wastes his company transported from Hunt Valley beginning in 1971 were contained in dumpsters and, in the case of cosmetic powder dust waste, in fiber drums.

**(e) The method of treatment and/or disposal of each "waste"**

We have not been able to locate any records that describe a method of treatment or disposal for any waste during the period 1960 – 1990. Liquid or flowable waste most likely was disposed of through the facility's waste water treatment system. Non-liquid waste could have been incinerated or disposed of through the services of a contracted trash hauler, at a location of the hauler's choice. Post-RCRA hazardous waste may have been transported off-site by appropriately permitted transporters to appropriately permitted treatment, storage and disposal facilities, possibly including Rollins Environmental Services and/or Safety Kleen prior to 1990 for fuel blending and/or incineration but we found no documentation relevant to this (see response to Question 5 for addresses of these facilities).

**3. Provide names, titles, areas of responsibility, addresses and telephone numbers of all personnel who may have:**

**(a) Disposed of or treated "waste" at the Site**

We do not believe that any personnel disposed of or treated "waste" at the Site.

**(b) Arranged for the disposal or treatment of "waste" at the Site**

We do not believe that any personnel arranged for the disposal or treatment of "waste" at the Site.

**(c) Arranged for the transportation of "waste" to the Site**



We do not believe that any personnel arranged for the transportation, disposal or treatment of "waste" at the Site.

**4. Describe the methods used to dispose and/or treat "waste" during the period 1960 – 1990**

Although we have been unable to locate relevant records, to the best of our knowledge any liquid-type waste probably was disposed of through the facility's waste water treatment system. Non-liquid, solid-type waste likely would have been incinerated at least through 1966 and possibly thereafter also. During the period 1960 – 1990 we also would have used the services of a waste hauler and, post-RCRA, appropriately permitted transportation, treatment, storage and disposal facilities.

**5. Explain the arrangements for those transactions involving the contracting of a hauler or transporter to transport and/or dispose of wastes.**

We have no information prior to 1966 when Noxell moved to its current location, other than that someone remembered seeing the name Robb Tyler on a dumpster sometime between 1950 and 1966. Between 1966 and 1971 trash was hauled by the Bohager Company. From 1971 through 1990 Noxell contracted with Gerber's Inc, Attn: Mr. Mike Gerber, 200 Cockeysville Road, Cockeysville, MD 21030, to pick up and haul away solid waste. We were unable to locate any records documenting any waste transaction arrangements during the period 1960 – 1990. For non-hazardous solid waste, however, we would not have selected the disposal site for the waste. Because the Sauer Dump is over 20 miles away from Noxell's operations, and Noxell is not located close to Ritchey Highway, it is highly unlikely that solid waste from Noxell would have been transported to the Site in any event. Mr. Mike Gerber has informed us that his company, which has picked up and disposed of solid waste from Noxell since 1971, never transported any Noxell waste (or anyone else's waste, for that matter) to the Site.

According to Mr. Gerber, in 1982 his company picked up and transported asbestos waste from Noxell to T. Lanchester Corp. in Honeybrook, PA. Gerber also disposed of Noxell's cosmetic powder dust at Days Cove Landfill, White Marsh, MD beginning in 1984.

We also were able to locate copies of certain waste reports, or portions thereof, which suggest the transport/disposal of wastes to and at the following facilities:

- American Recovery located at 1901 Birch St., Curtis Bay, MD in 1981 and 1983.
- Browning-Ferris Industries, 7890 B Solly Rd., Pasadena, MD 21122 in 1981.

- Delaware Container Corporation, West 11th. Ave. and Valley Rd., Coatesville PA 19320 in 1982.
- Industrial Solvent & Chemical Co., PO Box 158, Emigsville, PA 17318 in 1982.
- CEA / Intersol Industries, Synthene Taylor, Valley Forge , PA 19481 in 1983.
- Rollins Environmental Services, PO Box 221, Bridgeport , NJ 08014 in 1983.

We were not able to locate any information at all for the years 1984-1990, although may have continued a sporadic business relationship with Rollins Environmental Services and at some point prior to 1990 may have contracted with Safety Kleen, Linden, NJ for waste disposal services (unable to verify this however).

Copies of documents referred to in Question 5, which are all the documents we could locate, are attached as Schedule 5.

**6. Did Noxell make arrangements with any of the companies named in this question to transport and/or dispose of wastes?**

See the response to Question 5. We have no documentation responsive to this question although an employee may have recalled that Bohager Company may have hauled trash for Noxell between 1966 and 1971. Noxell would not have selected or specified the disposal site for any waste other than post-RCRA hazardous waste. Based on Mr. Gerber's information no Noxell waste was disposed of at the Site since 1971. Given the distance between Noxell and the Site, disposal at the Site was not likely prior to 1971 in any event.

**(a) The person with whom Noxell made arrangements**

We were unable to locate any information or documents responsive to this question.

**(b) Every date on which such arrangements took place**

We were unable to locate any information or documents responsive to this question.

**(c) Nature and quantity of the "waste"**

We were unable to locate any information or documents responsive to this question, other than our general responses to Question 2.

**(d) Precise locations at which each "waste" was disposed or treated**

We were unable to locate any information or documents responsive to this question.

**(e) The persons who selected the Site as the place at which "waste" was disposed or treated**

We were unable to locate any information or documents responsive to this question but in any event Noxell personnel would not have selected the Site or any other site as the place at which "waste" would be disposed or treated.

**(f) The final disposition of each of the "wastes" involved in such transactions**

We were unable to locate any information or documents responsive to this question. This is to be expected given that Noxell did not make, direct or select such disposition.

**(g) The names of employees, officers, owners and agents for each transporter**

We were unable to locate any information or documents responsive to this question.

**7. For each and every instance in which your activity arranged for disposal or treatment of "waste" at the Site identify the information requested in subsections (a) – (f).**

Not applicable because Noxell did not arrange for disposal or treatment of any "waste" at the Site.

**8. Provide information about persons who may be knowledgeable of your waste disposal practices during the period 1960 – 1990.**

We have no information prior to 1966. Persons who may have or may have had such knowledge after 1966 are listed in the response to Question 14.

**9. Describe any permits or applications and any correspondence between you and any regulatory agencies regarding "wastes" transported to or disposed of at the Site.**

There are no permits, applications or any other correspondence between Noxell and any regulatory agencies regarding any "wastes" transported to or disposed of at the Site, except Noxell's FOIA request to EPA for information suggesting any connection of Noxell to the Site. This request was made on May 4, 2012 and we received EPA's response on June 6, 2012.

**10. Provide copies of any correspondence between you and any third party regarding "wastes" transported or disposed of at the Site.**

We have no such correspondence.

**11. Provide any information about any other person who generated, treated, stored, transported or disposed, or who arranged for the treatment, storage, disposal or transportation of such "wastes" to the Site.**

We do not know of any such person.

**12. Provide the identities of all predecessors in interest who, during the period 1960 to present, transported to, stored, treated or otherwise disposed of any "wastes" at the Site and describe in detail the nature of your predecessor in interest's business. Describe all changes in ownership from 1960 to the present, including the date of the ownership change and identify the type of change. Provide a copy of each asset purchase and merger agreement.**

To the best of our knowledge there were no predecessors in interest who transported to, stored, treated or otherwise disposed of any "wastes" at the Site. We are not aware of any predecessors in interest that Noxell may have had during the period 1960 to present and do not believe there are any. As detailed in the response to the first question, The Noxzema Chemical Company changed its name to Noxell Corporation in 1966. The shares of Noxell Corporation were acquired by The Procter & Gamble Company in 1989. The purchase agreement is attached as Schedule 12. Noxell continues to be a wholly owned subsidiary of P&G.

**13. Provide information about the person answering these questions on behalf of the respondent.**

This response was prepared primarily on the basis of information developed by Noxell in the preparation of its response to EPA's request for information about the 68<sup>th</sup> Street Site (Baltimore and Baltimore County, MD) in 1997. To the extent that Noxell was able, additional information particularly with respect to the period 1975-1990 was gathered and provided primarily by:

Garland Hobson  
Site Environmental Leader, Noxell Corporation  
Hunt Valley Plant, Mail Stop YR-299Q  
11050 York Road  
Hunt Valley, MD 21030-2098  
(410) 783-6018

This response was compiled by:

Margaret W. Dewan  
Senior Counsel  
Noxell Corporation  
299 East Sixth Street, 9<sup>th</sup> Floor  
Cincinnati, OH 45202  
(513) 983-1549

**14. For each question, provide information about all persons consulted in the preparation of the answers.**

Garland Hobson Hunt Valley Beauty Care Plant 11050 York Road Hunt Valley, MD 21030 410-785-3018	Site Environmental Leader	All Questions
Mr. Mike Gerber Gerber's Inc. P.O. box 842 200 Cockeysville Road Cockeysville, MD 21030	Outside Contractor	Questions 3, 5
Ms. Klara Zito Hunt Valley Plant 11050 York Road Hunt Valley, MD 21030 410-785-4489	Noxell Plant Finance Manager	Question 6
Mr. Chris Squires Hunt Valley Plant 11050 York Road Hunt Valley, MD 21030 410-785-6938	Plant Engineer/HSE Manager	Question 2(a)
Mr. Francisco Pichardo Hunt Valley Plant 11050 York Road Hunt Valley, MD 21030 410-785-5561	MPD Manager	Question 2(a)

Sauer Dump Site  
Noxell Corporation's Response to  
EPA's Request for Information  
Page 20

Ms. Mary Reardon  
Hunt Valley Plant  
11050 York Road  
Hunt Valley, MD 21030  
410-785-4485

Title unknown, please contact  
Margaret Dewan if more  
information is needed.

Question 2(a)

Mr. Diego Rodenas  
Hunt Valley Plant  
11050 York Road  
Hunt Valley, MD 21030  
410-785-5674

MPD Manager

Question 2(a)

Mr. Ron Fisher  
Hunt Valley Plant  
11050 York Road  
Hunt Valley, MD 21030

HSE Manager

Question 2(a)

Cheryl Haines  
The Procter & Gamble Company  
Two Procter & Gamble Plaza  
TE-4 #266  
Cincinnati, Ohio 45202  
513-627-2142

Administrator, Global Facilities &  
Real Estate

Question 5, 6

Ed Rider  
The Procter & Gamble Plaza  
TN-2  
Cincinnati, Ohio 45202  
513-983-5443

Head Corporate Archivist

Question 5, 6

Jane Connerton  
The Procter & Gamble Company  
Two Procter & Gamble Plaza  
TN-4, 142  
Cincinnati, Ohio 45202  
513-983-5145

Records Manager

Question 5, 6

Janet Rossbach  
Hunt Valley Beauty Care Plant  
11050 York Rd.  
Hunt Valley, MD 21030  
410-316-8202

Hunt Valley Records Lifecycle  
Management Associate

Questions 6, 2(a)

Jessica Epure  
The Procter & Gamble Company  
299 E. 6<sup>th</sup> Street, 10<sup>th</sup> floor  
Cincinnati, Ohio 45202  
513-983-0621

Legal Professional, Transactions

Question 5, 6

Jessica Allen  
The Procter & Gamble Company  
1514 Reading Drive  
LeGrange, GA 30240  
706-242-4107

North American Dangerous Goods  
& Haz Waste Technology Owner

Question 5, 6

Pat Towers  
The Procter & Gamble Company  
Beckett Ridge Technical Center  
8256 Union Center Blvd; LP-318  
West Chester, OH 45089  
513-698-6387

North American Environmental  
Leader

Question 5, 6

Ursula Brenes  
The Procter & Gamble Company  
Parque Empresarial Forum 1  
Santa Ana, San Jose , Costa Rica

Customer Service Team Accounts  
Payable

Question 5, 6

Teresa Luttmann  
The Procter & Gamble Company  
299 E. 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
513-983-6025

Legal Professional,  
Health, Safety & Environmental

Question 5, 6

**The following individuals were consulted with respect to corresponding questions in Noxell Corporation's response to EPA information request in the 68<sup>th</sup> Street Site matter.**

Thomas G. Shepard  
Now Deceased

Retired  
(Grounds Maintenance Supervisor)

Questions 3-12

George Christmas  
Now Deceased

Retired  
(Facilities Manager)

Questions 3-12

Curtis G. Elliott  
Noxell Corporation

Retired  
(Site Environmental Leader)

All Questions

Raymond Kadlubowski

Retired  
(Plant Engineer)

All Questions

Fred De Barbieri  
Now Deceased

Retired  
(Project Engineer)

Questions 3-12

Raymond Harris  
Now Deceased

Retired  
(Custodial Services Supervisor)

Questions 3-12

Charles Lopez  
[REDACTED]

Retired  
(Plant Technician)

Questions 3-12

Albert Evans  
Now Deceased

Facilities Engineering

Questions 3-12

William Tanner  
Cannot Locate

Retired  
(Purchasing)

Questions 2(c), 2(e), 5, 6

Rose Mayo  
[REDACTED]

Terminated  
(Accounts Payable)

Questions 2(b), 2(c), 2(e),  
5(a), 5(b), 6

Mike Waltz  
[REDACTED]

Retired  
(Quality Service)

Question 2(a)

Nancy Brown  
Cannot locate

Retired  
(Research & Development)

Question 2(a)

**15. Provide information about any person able to provide more detailed or complete responses to any question contained herein or who may be able to provide additional responsive documents.**

We do not know of any such person.

**16. If information or documents responsive to this Information Request are not within your custody or control, provide information about persons from whom such information or documents may be obtained.**

We do not know of any such information, documents or persons.

**17. If you have information about other parties who may have information which may assist the Agency in its investigation of the Site, or who may be a potentially responsible party at the Site, provide such information.**

We do not know of any such parties.



# Schedule 2(a)

This schedule is in response to Question 2(a)

# PRODUCT PRICE SCHEDULE

EFFECTIVE February 1, 1975

**Noxell**  
CORPORATION

**Next**  
CORPORATION 11050 York Road, Baltimore, Maryland 21203  
MANUFACTURERS UPC NO 22700

### DIRECT TERMS DISCOUNT SCHEDULE

\$70 to \$249	at Net Prices	
\$250 to \$749	at Net Prices less 1%	quantity discount
\$750 to \$1,499	at Net Prices less 2%	quantity discount
\$1,500 to \$2,999	at Net Prices less 3%	quantity discount
\$3,000 to \$4,999	at Net Prices less 4%	quantity discount
\$5,000 and up	at Net Prices less 5%	quantity discount

**NUM SHIPMENT-\$70.00 NET VALUE**

**GHT: Prepaid F.O.B. Destination in U.S.A.**

AS: 2% 30 Days—Net 31 Days

3. Prices and Packs Subject to Change Without Notice

Prices and Packs Subject to Change											
CURRENT CODE	FUTURE CODE	DESCRIPTION	SUGGESTED RETAIL		PER DOZEN SHELF PACK	STD. SHP. CASE DOZ.	WEIGHT PER STD. SHP. CS. NO.	MINIMUM ORDER QTY. (DZ.)	WHLSR. LIST PRICE	NET PRICE PER DOZ.	NET PRICE PER UNIT
			DOZEN	UNIT							
<b>Noxema Skin Cream Jar</b>											
2-510	00026	Jar ..... 2½ oz.	11.88	.99	1	4	18½	4	8.51	7.08	.5900
3-510	00034	Jar ..... 4 oz.	16.20	1.35	½	4	27½	4	11.62	9.67	.8058
4-510	00042	Jar ..... 6 oz.	21.00	1.75	½	2	19½	2	15.06	12.54	1.0450
5-510	00068	Jar ..... 10 oz.	27.00	2.25	½	2	31	2	19.35	16.11	1.3425
<b>Tube</b>											
7-510	00109	Skin Cream ..... 4½ oz.	16.68	1.39	½	2	9½	2	11.97	9.96	.8300
<b>Noxema Liquid Skin Cream</b>											
4-410	00125	Liquid Skin Cream ..... 6 oz.	15.48	1.29	½	1	6½	1	11.13	9.27	.7725
<b>Noxema Complexion Lotion</b>											
4-410	00365	Complexion Lotion ..... 6 oz.	15.48	1.29	½	1	6½	1	11.13	9.27	.7725
<b>Noxema Instant Shave</b>											
5-410	00141	Regular ..... 6½ oz.	13.08	1.09	½	2	14½	2	9.08	7.56	.6300
6-410	00159	Regular ..... 11 oz.	17.88	1.49	½	1	23½	1	12.40	10.33	.8608
7-410	00175	Regular ..... 14½ oz.	21.48	1.79	½	1	15½	1	14.90	12.41	1.0342
8-410	00191	Menthol ..... 6½ oz.	13.08	1.09	½	2	14½	2	9.08	7.56	.6300
9-410	00208	Menthol ..... 11 oz.	17.88	1.49	½	1	23½	1	12.40	10.33	.8608
10-410	00224	Menthol ..... 14½ oz.	21.48	1.79	½	1	15½	1	14.90	12.41	1.0342
11-410	00232	Lime ..... 6½ oz.	13.08	1.09	½	2	14½	2	9.08	7.56	.6300
12-410	00240	Lime ..... 11 oz.	17.88	1.49	½	1	23½	1	12.40	10.33	.8608
13-410	00266	Lime ..... 14½ oz.	21.48	1.79	½	1	15½	1	14.90	12.41	1.0342
14-410	03103	Wild Forest ..... 6½ oz.	13.08	1.09	½	2	14½	2	9.08	7.56	.6300
15-410	03111	Wild Forest ..... 11 oz.	17.88	1.49	½	1	23½	1	12.40	10.33	.8608
16-410	03129	Wild Forest ..... 14½ oz.	21.48	1.79	½	1	15½	1	14.90	12.41	1.0342
<b>Noxema Regular Shave</b>											
11-610	00274	Lather (Tube) ..... 5 oz.	10.20	.85	1	1	5	1	7.34	6.11	.5092
13-610	00282	Brushless (Tube) ..... 5 oz.	9.00	.75	1	1	5	1	6.48	5.40	.4500
14-410	00290	Brushless (Jar) ..... 10 oz.	13.08	1.09	½	1	16	1	9.41	7.84	.6533
<b>Noxema Cold Cream</b>											
12-410	00886	Noxema Cold Cream ..... 3½ oz.	14.28	1.19	½	1	7½	1	10.28	8.56	.7133
3-410	00894	Noxema Cold Cream ..... 5½ oz.	19.08	1.59	½	1	10½	1	13.73	11.44	.9533
<b>Noxema Thera-Blem</b>											
11-410	00901	Thera-Blem ..... ¾ oz.	11.76	.98	½	6	8½	1	7.98	6.65	.5542
12-410	00919	Thera-Blem ..... 1¼ oz.	16.68	1.39	½	6	12	1	11.22	9.35	.7792
<b>Noxema Sunburn Spray</b>											
53-510	00307	Noxema Sunburn Spray ..... 5 oz.	26.28	2.19	½	2	12½	2	18.77	15.64	1.3033
54-410	00315	Noxema Sunburn Spray ..... 9 oz.	38.28	3.19	½	1	9½	1	27.34	22.78	1.8983
<b>Wash &amp; Comb Shampoo</b>											
24-510	02204	Wash & Comb Shampoo ..... 4 oz.	10.68	.89	½	2	8½	2	7.69	6.41	.

Question 2(a)

CURRENT CODE	FUTURE CODE	DESCRIPTION	SUGGESTED RETAIL		PER DOZEN SHELF PACK	STD. SHP. CASE DOZ.	WEIGHT PER STD. SHP. CS. NO.	MINIMUM ORDER QTY. (DOZ.)	WHLSR. LIST PRICE	NET PRICE PER DOZ.	NET PRICE PER UNIT
			DOZEN	UNIT							
161-210	00555	CreamShine Blush									
162-210	00563	Sunlit Peach ..... 16 oz.									
163-210	00571	Blush Bronze ..... 16 oz.	24.00	2.00	1/4	6	8 1/4	1/4	17.28	13.68	1.1400
164-210	00589	Polished Pink ..... 16 oz.									
		Fresh Rose ..... 16 oz.									
		<b>Lipstick</b>									
18A-812	00604	Pure Gloss ..... 4.0 gms.									
18C-812	00612	Natural Frost ..... 4.0 gms.									
18E-812	02460	Breezy Pink ..... 4.0 gms.									
18H-812	02478	Soft Red ..... 4.0 gms.									
181-812	00620	Really Red ..... 4.0 gms.									
82-812	00638	Natural Pink ..... 4.0 gms.	18.00	1.50	1/4	6	6 1/4	1/4	12.96	10.26	.8550
83-812	00646	Ripe Strawberry ..... 4.0 gms.									
84-812	00654	Melon Frost ..... 4.0 gms.									
85-812	00662	Wild Rose ..... 4.0 gms.									
86-812	00670	Copper Frost ..... 4.0 gms.									
87-812	00688	Fresh Peach ..... 4.0 gms.									
88-812	00696	Pink Frost ..... 4.0 gms.									
		<b>SuperSheer Pressed Powder</b>									
11-211	00737	Translucent Light ..... 0.4 oz.	24.00	2.00	1/2	6	13	1/2	17.28	13.68	1.1400
12-211	00745	Translucent Medium ..... 0.4 oz.									
		<b>SuperSheer Natural Blush (Tube)</b>									
33-211	02163	Rosy Glow ..... 0.5 oz.	21.00	1.75	1/4	6	6	1/2	15.12	11.97	.9975
34-211	02452	Blushing Peach ..... 0.5 oz.									
		<b>SuperSheer Liquid</b>									
71-211	00779	Sheer Bare ..... 1 fl. oz.									
72-211	00787	Sheer Buff ..... 1 fl. oz.	24.00	2.00	1/2	6	19 1/4	1/2	17.28	13.68	1.1400
73-211	00795	Sheer Blush ..... 1 fl. oz.									
74-211	00802	Sheer Beige ..... 1 fl. oz.									
		<b>SuperGloss Frosted</b>									
81-210	02361	Razz Berry ..... .25 oz.									
82-210	02379	Candy Apple ..... .25 oz.									
83-210	02387	Melon Ball ..... .25 oz.	18.00	1.50	1/4	6	5 1/4	1/4	12.96	10.26	.8550
84-210	02395	Ginger Snap ..... .25 oz.									
85-210	02402	Cotton Candy ..... .25 oz.									
86-210	02410	Coral Smash ..... .25 oz.									
		<b>SuperSheer SuperGloss</b>									
91-210	00810	PinkWell ..... .25 oz.									
92-210	00828	PeachPot ..... .25 oz.									
93-210	00836	NewPenny ..... .25 oz.	18.00	1.50	1/4	6	5 1/4	1/4	12.96	10.26	.8550
94-210	00844	Twice as Pink ..... .25 oz.									
95-210	00852	ShineApple ..... .25 oz.									
96-210	00860	WaterMelon ..... .25 oz.									
		<b>Thick-Lash Mascara</b>									
1A-210	00993	Deep Black ..... 3/4 fl. oz.									
1C-210	01008	Black Brown ..... 3/4 fl. oz.	22.80	1.90	1/4	6	7 1/4	1/4	16.42	12.99	1.0825
1E-210	01016	Brown ..... 3/4 fl. oz.									
1H-210	01024	Black Emerald ..... 3/4 fl. oz.									
1J-210	01032	Blue Black ..... 3/4 fl. oz.									
		<b>Long 'n Lush Mascara</b>									
11-210	01040	Lush Black ..... 45 fl. oz.									
12-210	01058	Lush Black Brown ..... 45 fl. oz.	22.80	1.90	1/4	6	7	1/4	16.42	12.99	1.0825
13-210	01066	Lush Brown ..... 45 fl. oz.									
15-210	01082	Lush Navy ..... 45 fl. oz.									
		<b>Liquid Eye Liner</b>									
11-210	01149	Deep Black ..... 1/4 fl. oz.									
12-210	01157	Black Brown ..... 1/4 fl. oz.	21.00	1.75	1/4	6	8 1/4	1/4	15.12	11.97	.9975
13-210	01165	Brown ..... 1/4 fl. oz.									
		<b>ShimmerShine</b>									
1A-210	02519	ShimmerShell ..... .25 oz.									
1A-210	01173	ShimmerJade ..... .25 oz.									
15-210	01181	ShimmerSea ..... .25 oz.	19.80	1.65	1/4	6	4 1/2	1/4	14.26	11.29	.9408
16-210	01199	ShimmerSky ..... .25 oz.									
18-210	02501	ShimmerWood ..... .25 oz.									
		<b>Big Eye Shadows</b>									
1A-210	02238	Simply Blue ..... .10 oz.									
C-210	02246	Crystal Blue ..... .10 oz.									
E-210	02254	Misty Aqua ..... .10 oz.									
H-210	02147	Crystal White ..... .10 oz.									
N-210	02262	Whisper Green ..... .10 oz.	18.00	1.50	1/4	6	6	1/4	12.96	10.26	.8550
R-210	02270	Glistening Green ..... .10 oz.									
S-210	02288	Quiet Violet ..... .10 oz.									
V-210	02296	Lively Lavender ..... .10 oz.									
X-210	02303	Pearl Highlighter ..... .10 oz.									
O-210	02444	Gentle Brown ..... .10 oz.									
		<b>4-Color Eye Shadows Kits</b>									
5-210	02329	Colors that Whisper ..... .25 oz.									
6-210	02337	Colors that Brighten ..... .25 oz.	30.00	2.50	1/4	6	9 1/4	1/4	21.60	17.10	1.4250
7-210	02345	Colors that Smoke ..... .25 oz.									
8-210	02353	Colors that Glimmer ..... .25 oz.									
		<b>PeepersSticks</b>									
A-210	02626	Peeper Blue ..... .20 oz.									
C-210	02634	Peeper Deeper Blue ..... .20 oz.									
E-210	02642	Peeper Pink ..... .20 oz.									
H-210	02650	Peeper White ..... .20 oz.	16.20	1.35	1/4	6	4 1/2	1/4	11.66	9.23	.7692
N-210	02668	Peeper Teal ..... .20 oz.									
R-210	02676	Peeper Purple ..... .20 oz.									
S-210	02684	Peeper Aqua ..... .20 oz.									
V-210	02717	Peeper Green ..... .20 oz.									
		<b>SoftLine Liner</b>									
1-210	01470	Soft Black ..... 30 fl. oz.									
2-210	01488	Soft Black Brown ..... 30 fl. oz.	24.00	2.00	1/4	6	6	1/4	17.28	13.68	1.1400
1-210	01496	Soft Brown ..... 30 fl. oz.									
2-210	03145	Soft Navy ..... 30 fl. oz.									

**MATERIAL SAFETY DATA SHEET**

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

**SECTION I: PRODUCT IDENTIFICATION** Cover Girl Eye Defining Liquid Pencil

Laboratory Reference #: 2769-20, 22, 24, 26, 30, 58

**SECTION II: INGREDIENTS**

Water, Propylene Glycol, PVP, Laureth-4, Dimethicone Copolyol, Diazolidinyl Urea,  
Methylparaben, Propylparaben

May contain:

Iron Oxide, Titanium Dioxide, Ultramarine Blue, Chromium Oxide Greens, Ferric Ammonium  
Ferrocyanide

**SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS**

Appearance and Odor: Plastic barreled, felt tip pencil pH: 3.7 - 7.3

Solubility in Water:	Soluble	Percent Volatile by Weight (%):	60%	Specific Gravity:	1.0
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**SECTION IV: HEALTH AND SAFETY INFORMATION**

Skin:	Nonirritating Nonsensitizing Nonphotoallergenic Nonphototoxic	Eye:	Nonirritating
		Toxicity:	Nontoxic

Cover Girl Eye Defining Liquid Pencil

NX0024

## SECTION V: FIRE FIGHTING INFORMATION

Flash Point N/A Extinguisher N/A

Special Fire Fighting Procedures None

## SECTION VI: CHEMICAL REACTIVITY

Hazardous Decomposition Products upon Ignition None

Hazardous Polymerization ☐ May Occur

☒ Will Not Occur

Stability: ☒ Stable

☐ Unstable

## SECTION VII: HANDLING AND DISPOSAL PROCEDURE

Handling & Storage Information: None

Steps to be Taken in Case Material Is Spilled Wipe up spilled product. Use mild detergent solution to remove product residue.

Waste Disposal Methods Dispose of in accordance with federal, state and local regulations.

## SECTION VIII: CONSUMER USE AND HANDLING INSTRUCTIONS

Recommended Storage Conditions: Temperature: Min. 35°F Max. 85°F Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: None

Recommended Personal Protection Measures None

Incompatibility (Materials to Avoid) None

## SECTION IX: EMPLOYEES

See Manufacturing SPI

*January 28, 1992*  
Date Prepared

NX0025

## MATERIAL SAFETY DATA SHEET

Question 2-a

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Cover Girl MoistureWear All Day Perfecting Concealer

INGREDIENTSMoisturizer Side

Castor Oil  
Squalane  
Propylene Glycol Ricinoleate  
Oleyl Alcohol  
Ozokerite  
Candelilla Wax  
Carnauba  
Cetyl Alcohol  
Ascorbyl Palmitate  
Propylparaben  
Tocopheryl Acetate

Cover Stick Side

Castor Oil  
Isopropyl Palmitate  
Lanolin Alcohol  
Mineral Oil  
Ozokerite  
Candelilla Wax  
Carnauba  
Acetylated Lanolin Alcohol  
Cetyl Alcohol  
Lecithin  
Lanolin Oil  
Propylparaben  
Talc  
Corn Oil  
BHT  
BHA  
Titanium Dioxide  
Iron Oxides

May Contain:

Ultramarine Blue

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor Split Stick: 1/2 clear wax; 1/2 pigmented wax

Solubility in Water	Percent Volatile by Weight (%)	Specific Gravity
Nonsoluble	N/A	N/A

☐ Unstable

Stability:

☒ Stable

pH: N/A

SAFETY SUMMARY

Skin: Nonirritant  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritant  
Toxicity: Nontoxic

Cover Girl MoistureWear All Day Perfecting Concealer

NX0026

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
Special Fire Fighting Procedures		None	
Unusual Fire and Explosion Hazards		None	
Hazardous Decomposition Products upon Ignition		None	
Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: None	
	<input checked="" type="checkbox"/> Will Not Occur		

Spill/Leak Information

Precautions to be Taken in Handling & Storage	None
Other Precautions:	None
Steps to be Taken in Case Material Is Spilled	N/A
Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 80°F	Ventilation: N/A
	Humidity:	Ambient		
	Conditions to Avoid:	None		

Recommended Personal Protection Measures	N/A
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Incompatibility Materials to Avoid)	N/A
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For Employees:

See Manufacturing SPI

Janet I MacDonnell  
Material Safety Data Sheet Coordinator1/18/90  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

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**SECTION I: PRODUCT IDENTIFICATION**      Cover Girl MoistureWear Liquid Make-Up

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Laboratory Reference #: 2316-76, 2316-78, 2316-80, 2316-84, 2316-88, 2316-98

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**SECTION II: INGREDIENTS**

Water, Mineral Oil, Isopropyl Palmitate, Propylene Glycol, Talc, Stearic Acid, Propylene Glycol Monostearate, Triethanolamine, Lanolin Alcohol, Dimethicone, Fragrance, Sorbitan Oleate, Kaolin, Magnesium Aluminum Silicate, Petrolatum, Cellulose Gum, Methylparaben, Propylparaben, Lanolin, Corn Oil, BHT, BHA, Titanium Dioxide, Iron Oxides

May Contain:

Ultramarines

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**SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS**

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Appearance and Odor: Pigmented, fragranced viscous liquid      pH: 7.7 - 8.4

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Solubility in Water:	Soluble	Percent Volatile by Weight (%):	47.7 - 50.7	Specific Gravity:	1.06 - 1.08
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**SECTION IV: HEALTH AND SAFETY INFORMATION**

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Skin:	Nonirritating Nonsensitizing Nonphotoallergenic Nonphototoxic	Eye:	Nonirritating
		Toxicity:	Nontoxic

---



NX0028

Cover Girl MoistureWear Liquid Make-Up

**SECTION V: FIRE FIGHTING INFORMATION**

Flash Point	N/A	Extinguisher Media	Use chemical foam, dry chemical, CO <sub>2</sub> or water
Special Fire Fighting Procedures	N/A		

**SECTION VI: CHEMICAL REACTIVITY**

Hazardous Decomposition Products upon Ignition N/A

Hazardous Polymerization:	<input type="checkbox"/>	May Occur
	<input checked="" type="checkbox"/>	Will Not Occur

Stability:	<input checked="" type="checkbox"/>	Stable
	<input type="checkbox"/>	Unstable

**SECTION VII: HANDLING AND DISPOSAL PROCEDURE**

Handling &amp; Storage Information: Store away from heat in a room with even, normal temperatures.

Temperature:	35° min.	100°F max.
Ventilation:	N/A	
Humidity:	Ambient	
Conditions to Avoid:	N/A	

Recommended Personal Protection Measures: N/A

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use a mild detergent solution to remove product residue.
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Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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Incompatibility (Materials to Avoid)	N/A
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**SECTION VIII: EMPLOYEES**

See Manufacturing SPI

March 31, 1993  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

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**SECTION I: PRODUCT IDENTIFICATION** Cover Girl LipSlicks - SPF-15

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Laboratory Reference #: 2414-158, 2414-159, 2414-160, 2414-161, 2414-162, 2414-168,  
2414-172, 2414-173, 2414-174, 2414-175, 2414-176, 2414-177

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**SECTION II: INGREDIENTS**

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**Active Ingredients:**

Ethylhexyl p-Methoxycinnamate

**Also Contains:**

Castor Oil, Lanolin Oil, Lanolin, Petrolatum, Polybutene, Ozokerite, Oleyl Alcohol, Candelilla Wax, Octyl Hydroxystearate, Hydrogenated Vegetable Oil, Acetylated Lanolin Alcohol, Paraffin, Cetyl Alcohol, Ascorbyl Palmitate, Glyceryl Oleate, Propylene Glycol, Fragrance, Propylparaben, Carnauba, Tocopheryl Acetate, Mica, Titanium Dioxide

**May Contain:**

Iron Oxides, Yellow 5 Aluminum Lake, Red 7 Calcium Lake, Red 6 Barium Lake, Red 27 Aluminum Lake, Blue 1 Aluminum Lake, Red 6, Tin Oxide

---

**SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS**

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Appearance and Odor: Pigmented, fragranced wax bullet pH: N/A

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Solubility in Water:	Nonsoluble	Percent Volatile by Weight (%):	N/A	Specific Gravity:	N/A
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**SECTION IV: HEALTH AND SAFETY INFORMATION**

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Skin:	Nonirritating Nonsensitizing Nonphotoallergenic Nonphototoxic	Eye:	Nonirritating
		Toxicity:	Nontoxic

---

Cover Girl LipSlicks - SPF-15

NX0030

**SECTION V: FIRE FIGHTING INFORMATION**

Flash Point N/A Extinguisher Media Use chemical foam, dry chemical, CO<sub>2</sub> or water

Special Fire Fighting Procedures N/A

**SECTION VI: CHEMICAL REACTIVITY**

Hazardous Decomposition Products upon Ignition N/A

Hazardous Polymerization ☐ May Occur

☒ Will Not Occur

Stability: ☒ Stable

☐ Unstable

**SECTION VII: HANDLING AND DISPOSAL PROCEDURE**

Handling & Storage Information: Store away from heat in a room with even, normal temperatures.

Temperature: 35°F min. 80°F max.  
Ventilation: N/A  
Humidity: Ambient  
Conditions to Avoid: Extreme heat

Recommended Personal Protection Measures: N/A

Steps to be Taken in Case Material Is Spilled Wipe up spilled product and use a mild detergent solution to remove product residue.

Waste Disposal Methods Dispose of in accordance with federal, state and local regulations.

Incompatibility Materials to Avoid) N/A

**SECTION VIII: EMPLOYEES**

See Manufacturing SPI

March 12, 1993  
Date Prepared

**MATERIAL SAFETY DATA SHEET**

NX0031

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

**SECTION I: PRODUCT IDENTIFICATION** Cover Girl Long N' Lush Mascara

Laboratory Reference #: 3263-2, 3263-4, 3263-6, 3263-8

**SECTION II: INGREDIENTS**

Water, SD Alcohol 40, Beeswax, Glyceryl Stearate, PVP/Eicosene Copolymer, PVP, Kaolin, Stearic Acid, Proylene Glycol, Triethanolamine, Trisodium Edta, Xanthan Gum, Methylparaben, Propylparaben, Quaternium-15, Tocopheryl Linoleate, Hydrolyzed Hair Keratin, Iron Oxides

May Contain:

Mica, Titanium Dioxide, Ultramarines

**SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS**

Appearance and Odor: Pigmented, Nonfragranced Semi-Solid pH: 7.2 - 7.7

Solubility in Water:	Soluble	Percent Volatile by Weight (%):	52	Specific Gravity:	3263-2,3,6 - 1.03-1.09 3263-8 - 1.00-1.03
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**SECTION IV: HEALTH AND SAFETY INFORMATION**

Skin: Nonirritating  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritating  
Toxicity: Nontoxic

Cover Girl Long N' Lush Mascara

NX0032

## SECTION V: FIRE FIGHTING INFORMATION

Flash Point	96°F TCC	Extinguisher Media	Use chemical foam, dry chemical, CO <sub>2</sub> or water
Special Fire Fighting Procedures	N/A		

## SECTION VI: CHEMICAL REACTIVITY

Hazardous Decomposition Products upon Ignition N/A

Hazardous Polymerization	<input type="checkbox"/>	May Occur
	<input checked="" type="checkbox"/>	Will Not Occur

Stability:	<input checked="" type="checkbox"/>	Stable
	<input type="checkbox"/>	Unstable

## SECTION VII: HANDLING AND DISPOSAL PROCEDURE

Handling & Storage Information:	Store away from heat in a room with even, normal temperatures.
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Temperature: 35°F min. 80°F max.  
 Ventilation: N/A  
 Humidity: Ambient  
 Conditions to Avoid: Heat or Open Flame

Recommended Personal Protection Measures: To safeguard the purity of the product and applicator: 1. Always handle and apply in a careful and sanitary manner; 2. Do not share with others; 3. Do not add anything to this mascara; 4. Do not rest the applicator on any surface, or use an old applicator in a new case; 5. Cap tightly to help prevent changes in odor or appearance (if change occurs, discontinue use). **WARNING:** Eye cosmetics in a scratched, infected or irritated eye and scratches from eye cosmetic applicators can lead to eye damage and in extreme cases even blindness. If your eye is scratched, infected or irritated, stop using all eye cosmetics and go to an ophthalmologist (eye doctor) immediately.

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use a mild detergent solution to remove product residue.
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Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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Incompatibility (Materials to Avoid)	N/A
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## SECTION VIII: EMPLOYEES

See Manufacturing SPI

August 4, 1993  
 Date Prepared

**MATERIAL SAFETY DATA SHEET**

NX0033

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21036-2098  
(410) 785-4425

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**SECTION I: PRODUCT IDENTIFICATION** Cover Girl Thick Lash Mascara

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Laboratory Reference #: 1374-130, 1374-148, 2634-86, 2634-110

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**SECTION II: INGREDIENTS**

Water, SD Alcohol 40, Beeswax, Glyceryl Stearate, PVP/Eicosene Copolymer, PVP, Kaolin, Stearic Acid, Propylene Glycol, Triethanolamine, Xanthan Gum, Quaternium-15, Methylparaben, Propylparaben, Trisodium EDTA, Iron Oxides

May Contain:

Titanium Dioxide, Carmine, Mica, Ferric Ferrocyanide, Ultramarines

---

**SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS**

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Appearance and Odor: Pigmented, nonfragranced semi-solid material pH: 7.2 - 7.7

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Solubility in Water:	Soluble	Percent Volatile by Weight (%):	52%	Specific Gravity:	1.00 - 1.11
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**SECTION IV: HEALTH AND SAFETY INFORMATION**

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<b>Skin:</b>	Nonirritating Nonsensitizing Nonphotoallergenic Nonphototoxic	<b>Eye:</b>	Nonirritating
		<b>Toxicity:</b>	Nontoxic

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MSD-SD14

Cover Girl Thick Lash Mascara

NX0034

**SECTION V: FIRE FIGHTING INFORMATION**

Flash Point	93-96°F Closed Cup	Extinguisher Media	Use chemical foam, dry chemical, CO <sub>2</sub> or water
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Special Fire Fighting Procedures N/A

DOT LABEL: FLAMMABLE LIQUID

**SECTION VI: CHEMICAL REACTIVITY**

Hazardous Decomposition Products upon Ignition N/A

Hazardous Polymerization ☐ May Occur☒ Will Not Occur

Stability:

☒ Stable☐ Unstable**SECTION VII: HANDLING AND DISPOSAL PROCEDURE**

Handling &amp; Storage Information: Store away from heat and flame, in a room with even, normal temperatures.

Temperature: 35°F min. 80°F max.

Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: Heat or open flame

**Recommended Personal Protection Measures:** To safeguard the purity of the product and applicator: 1. Always handle and apply in a careful and sanitary manner; 2. Do not share with others; 3. Do not add anything to this mascara; 4. Do not rest the applicator on any surface, or use an old applicator in a new case; 5. Cap tightly to help prevent changes in odor or appearance (if change occurs, discontinue use). **WARNING:** Eye cosmetics in a scratched, infected or irritated eye and scratches from eye cosmetic applicators can lead to eye damage and in extreme cases even blindness. If your eye is scratched, infected or irritated, stop using all eye cosmetics and go to an ophthalmologist (eye doctor) immediately.

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use a mild detergent solution to remove product residue.
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Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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Incompatibility Materials to Avoid)	N/A
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**SECTION VIII: EMPLOYEES**

See Manufacturing SPI

March 31, 1993

Date Prepared

## MATERIAL SAFETY DATA SHEET

NX0035

Manufacturer's Name	Noxell Corporation	Telephone No.	(301) 785-4425
Address	11050 York Road Hunt Valley, Maryland 21030-2098		

PRODUCT IDENTIFICATION      Cover Girl Softline Liner

INGREDIENTS

WATER  
PROPYLENE GLYCOL  
CETETH-20  
BENTONITE  
XANTHAN GUM  
METHYLPARABEN  
QUATERNIUM-15  
PROPYLPARABEN  
TRISODIUM EDTA  
IRON OXIDES  
TITANIUM DIOXIDE

May contain:

ULTRAMARINE BLUE  
MICA  
CHROMIUM HYDROXIDE GREEN

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor      Pigmented, fragranced semi-solid

Solubility in Water	Soluble	Percent Volatile by Volume (%)	76-78%	Specific Gravity	1.08-1.16
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Stability:      ☐ Unstable  
                 ☒ Stable

pH: 7.7-8.2

SAFETY SUMMARY

Skin:      Nonirritant  
            Nonsensitizing  
            Nonphotosensitizing

Eye:              Nonirritant  
Toxicity:        Nontoxic



Over Girl Softline Liner

NX0036

SPECIAL PRECAUTIONS  
Fire Fighting InformationFlash N/A  
PointExtinguisher N/A  
Media

Special Fire Fighting Procedures

N/A

Usual Fire and Explosion Hazards.

N/A

Hazardous Decomposition  
Products upon Ignition

None

Hazardous  
Polymerization

May Occur



Will Not Occur

Conditions  
to Avoid:

None

Spill/Leak InformationPrecautions to be Taken  
Handling & Storage

N/A

Other Precautions:

N/A

Steps to be Taken in Case  
Material Is Spilled

N/A

Waste Disposal  
Methods

N/A

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended

Storage Conditions:

Temperature:

Min.  
35°FMax.  
80°F

Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: None

Recommended Personal  
Protection Measures

N/A

Compatibility

Materials to Avoid)

N/A

Employees:

See Manufacturing SPI

Material Safety Data Sheet Coordinator

6/2/87

Date Prepared

## MATERIAL SAFETY DATA SHEET

NX0037

Manufacturer's Name	Noxell Corporation	Telephone No.	(301) 785-4425
Address	11050 York Road Hunt Valley, Maryland 21030-2098		

PRODUCT IDENTIFICATION SuperSheer Natural Blush

INGREDIENTS

WATER, PROPYLENE GLYCOL, MINERAL OIL, STEARIC ACID, DECYL OLEATE, GLYCERYL STEARATE, ISOPROPYL LANOLATE, MYRISTYL MYRISTATE, BENTONITE, TRIETHANOLAMINE, CAPRYLIC/CAPRIC TRIGLYCERIDE, FRAGRANCE, STEARYL ALCOHOL, SODIUM LAURYL SULFATE, METHYLPARABEN, PROPYLPARABEN, DIMETHICONE, TITANIUM DIOXIDE, YELLOW NO. 5, IRON OXIDES.

May contain:

RED NO. 4, RED NO. 40, ULTRAMARINE VIOLET, ULTRAMARINE BLUE.

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor Pigmented, fragranced liquid

Solubility in Water	Soluble	Percent Volatile by Volume (%)	42-46	Specific Gravity	.95-1.10
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Stability: ☐ Unstable  
☒ Stable

pH: 7.4-8.0

SAFETY SUMMARY

Skin: Nonirritant  
Nonsensitizing  
Nonphotosensitizing

Eye: Nonirritant  
Toxicity: Nontoxic

MJ-SD22

NX0038

perSheer Natural Blush

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
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Special Fire Fighting Procedures	N/A
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Usual Fire and Explosion Hazards	N/A
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Hazardous Decomposition Products upon Ignition	None
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Hazardous Polymerization	<input type="checkbox"/>	May Occur	Conditions to Avoid:	None
	<input checked="" type="checkbox"/>	Will Not Occur		

Spill/Leak Information

Precautions to be Taken Handling & Storage	N/A
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Other Precautions:	N/A
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Steps to be Taken in Case Material Is Spilled	N/A
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Waste Disposal Methods	N/A
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SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 100°F	Ventilation:	N/A
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Humidity:	Ambient
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Conditions to Avoid:	None
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Recommended Personal Protection Measures	N/A
--	-----

Compatibility (with other materials to Avoid)	N/A
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Employees:

See Manufacturing SPI

*N. Denise Barrett*  
 Serial Safety Data Sheet Coordinator

*6/2/87*  
 Date Prepared

## MATERIAL SAFETY DATA SHEET

NX0039

Manufacturer's Name	Noxell Corporation	Telephone No.	(301) 785-4425
Address	11050 York Road Hunt Valley, Maryland 21030-2098		

PRODUCT IDENTIFICATION Noxzema Cold Cream

INGREDIENTS

Water, Mineral Oil, Beeswax, Soybean Oil, Petrolatum, Paraffin, Sodium Borate, Ceresin, Glyceryl Stearate, Glycerin, Candelilla Wax, Fragrance, Hydrogenated Soy Glyceride, Methylparaben, Propylparaben, Carnauba, Stearic Acid, Eucalyptus Oil\*, Camphor\*, Menthol\*, Clove Oil\*

\*Less than 1/2% w/w.

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor      Fragranced, white cream

Solubility in Water	Dispersible	Percent Volatile by Volume (%)	43%	Specific Gravity	8.5-9.5
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Stability:      ☐ Unstable  
                 ☒ Stable

pH: 8.3-8.6

SAFETY SUMMARY

Eye: Nonocular irritant

Skin: Nonirritant, Nonsensitizing, Nonphototoxic, Nonphotoallergenic

Toxicity: Nontoxic

Toxzema Cold Cream

NX0040

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point N/A

Extinguisher Media

N/A

Special Fire Fighting Procedures

None

Unusual Fire and Explosion Hazards

None

Hazardous Decomposition Products upon Ignition

None

Hazardous Polymerization



May Occur



Will Not Occur

Conditions to Avoid:

None

Spill/Leak InformationPrecautions to be Taken in Handling & Storage

None

Other Precautions:

None

Steps to be Taken in Case Material Is Spilled

Wipe up spilled product and use mild detergent to remove product residue.

Waste Disposal Methods

Normal sewage system

SPECIAL HANDLING INSTRUCTIONSRecommended Conditions for Consumers of Finished Product

Recommended

Storage Conditions:

Temperature:

Min. 35°F

Max. 100°F

Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: None

Recommended Personal Protection Measures

If accidentally sprayed into eyes, flush with water.

Compatibility(Materials to Avoid)

None

Employees: See Manufacturing SPI

*H. Louise Norratt*  
 Serial Safety Data Sheet Coordinator

*6/2/87*  
 Date Prepared

## MATERIAL SAFETY DATA SHEET

NX0041

Manufacturer's Name	Noxell Corporation	Telephone No.	(301) 785-4425
Address	11050 York Road Hunt Valley, Maryland 21030-2098		

PRODUCT IDENTIFICATION      Cover Girl Tube Make-Up

INGREDIENTS

WATER, PROPYLENE GLYCOL, ISOPROPYL MYRISTATE, GLYCERYL STEARATE, TALC, CETYL PALMITATE, FRAGRANCE, STEARIC ACID, MINERAL OIL, MAGNESIUM ALUMINUM SILICATE, SODIUM LAURYL SULFATE, TRIETHANOLAMINE, CELLULOSE GUM, METHYLPARABEN, LITHIUM STEARATE, PROPYLPARABEN, CAMPHOR, CLOVE OIL, EUCALYPTUS OIL, MENTHOL, TRISODIUM EDTA, TITANIUM DIOXIDE, IRON OXIDES

May contain: ULTRAMARINE BLUE

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor      Pigmented liquid

Solubility in Water	Soluble	Percent Volatile by Volume (%)	39.7-45.3	Specific Gravity	1.10-1.16
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Stability:      ☐ Unstable  
                 ☒ Stable

pH: 7.4-8.0

SAFETY SUMMARY

Skin:	Nonirritant Nonsensitizing Nonphotosensitizing	Eye:	Nonirritant
		Toxicity:	Nontoxic

EMJ-SD24

Cover Girl Tube Make-Up

NX0042

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
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Special Fire Fighting Procedures	N/A
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Unusual Fire and Explosion Hazards	N/A
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Hazardous Decomposition Products upon Ignition	None
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Hazardous Polymerization	<input type="checkbox"/>	May Occur	Conditions to Avoid:	None
	<input checked="" type="checkbox"/>	Will Not Occur		

Spill/Leak Information

Precautions to be Taken in Handling & Storage	N/A
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Other Precautions:	N/A
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Steps to be Taken in Case Material Is Spilled	N/A
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Waste Disposal Methods	N/A
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SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 100°F	Ventilation:	N/A
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Humidity:	Ambient
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Conditions to Avoid:	None
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Recommended Personal Protection Measures	N/A
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Compatibility (Materials to Avoid)	N/A
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For Employees:	See Manufacturing SPI
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*H. Louise Harsett*  
 Serial Safety Data Sheet Coordinator

*6/2/87*  
 Date Prepared

MATERIAL SAFETY DATA SHEET  
(OTC DRUG PRODUCT)

NX0043

Manufacturer's Name: Ncxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Noxzema Liquid Skin Cream

INGREDIENTS

Active Ingredients: Camphor  
Phenol (Less than 1/2%)  
Clove Oil  
Menthol

Also Contains: Water  
Stearic Acid  
Soybean Oil  
Propylene Glycol  
Linseed Oil  
Fragrance  
Triethanolamine  
Cetyl Alcohol  
Carbomer 934  
Gelatin  
Calcium Hydroxide  
Eucalyptus Oil

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor White, fragranced cream

Solubility in Water	Dispersible	Percent Volatile by Volume (%)	78%	Specific Gravity	0.95-1.05
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☐ Unstable

Stability:

☒ Stable

pH: 7.5-8.5

SAFETY SUMMARY

Skin: Nonirritant  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritant  
Toxicity: Nontoxic



Noxzema Liquid Skin Cream

Question 2(a)

NX0044

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash  
Point N/A

Extinguisher  
Media N/A

Special Fire Fighting Procedures None

Unusual Fire and Explosion Hazards None

Hazardous Decomposition  
Products upon Ignition None

Hazardous  
Polymerization ☐ May Occur Conditions to Avoid: None  
☒ Will Not Occur

Spill/Leak Information

Precautions to be Taken  
in Handling & Storage None

Other Precautions: None

Steps to be Taken in Case  
Material Is Spilled Wipe up spilled product. Use mild detergent to  
remove product residue.

Waste Disposal  
Methods Dispose of in accordance with federal, state and  
local regulations.

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended  
Storage Conditions: Temperature: Min. 35°F Max. 80°F Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: None

Recommended Personal  
Protection Measures If accidentally splashed into eyes, flush with water.

Incompatibility  
Materials to Avoid) None

For Employees:  
See Manufacturing SPI

Laboratory Reference #: 638-29

6/25/71  
Date Prepared

## MATERIAL SAFETY DATA SHEET

NX0045

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION RainTree Aloe Dry Skin Care Lotion (Hand &amp; Body)

INGREDIENTS

Water  
Glyceryl Stearate  
Isopropyl Palmitate  
Stearic Acid  
Aloe Vera Gel  
Glycerin  
Triethanolamine  
Polysorbate 60  
Mineral Oil  
Acrylates/C10-C30 Alkyl Acrylate Crosspolymer  
Dimethicone  
Lanolin Alcohol  
Fragrance  
Imidazolidinyl Urea  
Methylparaben  
Propylparaben  
EDTA  
Yellow 5  
Blue 1

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor      Fragranced, green lotion.

Solubility in		Percent Volatile		Specific	
Water	Dispersible	by Weight (%)	82%	Gravity	0.95-1.00

☐ Unstable

Stability:

☒ Stable

pH: 7-8

SAFETY SUMMARY

Skin:      Nonirritant  
            Nonsensitizer  
            Nonphotoallergenic  
            Nonphototoxic

Eye:        Nonirritant  
Toxicity:    Nontoxic

RainTree Aloe Dry Skin Care Lotion (Hand &amp; Body)

NX0046

**SPECIAL PRECAUTIONS**  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
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Special Fire Fighting Procedures	None
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Unusual Fire and Explosion Hazards	None
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Hazardous Decomposition Products upon Ignition	None
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Hazardous Polymerization	<input type="checkbox"/>	May Occur	Conditions to Avoid: None
	<input checked="" type="checkbox"/>	Will Not Occur	

Spill/Leak Information

Precautions to be Taken on Handling & Storage	None
---	------

Other Precautions:	None
--------------------	------

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product. Use mild detergent to remove product residue.
---	--

Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
------------------------	---

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 100°F	Ventilation: N/A
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Humidity:	Ambient
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Conditions to Avoid:	Freezing conditions
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Recommended Personal Protection Measures	If product gets into eyes, flush with water.
--	--

Compatibility Materials to Avoid)	None
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For Employees:	See Manufacturing SPI
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Laboratory Reference #: 2387-158

6/25/91  
Date Prepared

MATERIAL SAFETY DATA SHEET  
(OTC DRUG PRODUCT)

NX0047

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Noxzema Brushless Shave - Tubes

INGREDIENTS

Active Ingredients: Camphor  
Phenol (Less than 1/2%)  
Clove Oil  
Menthol

Also Contains: Water  
Stearic Acid  
Soybean Oil  
Glyceryl Stearate  
Fragrance  
Propylene Glycol  
Petrolatum  
Ammonium Hydroxide  
Gelatin  
Potassium Hydroxide  
Eucalyptus Oil  
Calcium Hydroxide  
Red 28

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor      Fragranced, white cream

Solubility in Water	Percent Volatile by Volume (%)	Specific Gravity
Soluble	74-77%	0.9-1.0

☐ UnstableStability: ☒ Stable      pH: 7.5-8.5SAFETY SUMMARY

Skin: Nonirritant  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritant  
Toxicity: Nontoxic

Voxzema Brushless Shave - Tubes

NX0048

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
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Special Fire Fighting Procedures	None
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Unusual Fire and Explosion Hazards	None
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Hazardous Decomposition Products upon Ignition	None
--	------

Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: None
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<input checked="" type="checkbox"/> Will Not Occur
--

Spill/Leak Information

Precautions to be Taken in Handling & Storage	None
---	------

Other Precautions:	None
--------------------	------

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use mild detergent to remove product residue.
---	---

Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
------------------------	---

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 80°F	Ventilation: N/A
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Humidity: Ambient
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Conditions to Avoid: None
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Recommended Personal Protection Measures	If accidentally splashed into eyes, flush with water.
--	---

Compatibility (Materials to Avoid)	None
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For Employees:

See Manufacturing SPI

Laboratory Reference #: 2116-19

6/25/91  
Date Prepared

MATERIAL SAFETY DATA SHEET  
(OTC DRUG PRODUCT)

NX0049

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Noxzema Medicated Instant Shave - Regular

INGREDIENTS

Active Ingredients: Camphor  
Phenol (Less than 1/2%)  
Menthol  
Clove Oil  
Peppermint Oil

Other Ingredients: Water  
Stearic Acid  
Isobutane  
Sorbitol  
Polysorbate-60  
Polysorbate-20  
Triethanolamine  
Fragrance  
Petrolatum  
Ammonium Hydroxide  
Propane  
Coconut Acid  
Cetyl Alcohol  
Sodium Metasilicate  
- Eucalyptus Oil

PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor Fragranced aerosolized shave concentrate

Solubility in Water	Percent Volatile by Volume (%)	Specific Gravity
Soluble	82-85%	0.95-1.05

☐ UnstableStability: ☒ Stable

pH: 7.5-8.5

SAFETY SUMMARY

Skin: Nonirritating  
Nonsensitizer  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritant  
Toxicity: Nontoxic

Ioxzema Medicated Instant Shave - Regular

NX0050

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A for product	Extinguisher Media	Use chemical foam, dry chemical, CO <sub>2</sub> or water.
Special Fire Fighting Procedures	Water based foam with self-extinguishing properties. Dot Label: Flammable gas		
Unusual Fire and Explosion Hazards	None		
Hazardous Decomposition Products upon Ignition	None		
Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: Extreme heat & flame	
	<input checked="" type="checkbox"/> Will Not Occur		

Spill/Leak Information

Precautions to be Taken in Handling & Storage	Warning: Contents under pressure. Do not puncture or incinerate cans. Do not store at temperatures above 110°F. Do not store near flame or extreme heat.
---	--

Other Precautions:	None
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Steps to be Taken in Case Material Is Spilled	Wipe up spilled product. Use mild detergent to remove product residue.
---	--

Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 40°F	Max. 80°F	Ventilation: N/A
	Humidity:	Ambient		

Conditions to Avoid: Do not puncture or incinerate cans.

Recommended Personal Protection Measures	Keep out of reach of children. If accidentally sprayed into eyes, flush with water.
--	---

Compatibility (Materials to Avoid)	None
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For Employees:	See Manufacturing SPI
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Laboratory Reference #: 2839-134

6/25/91  
Date Prepared

MATERIAL SAFETY DATA SHEET  
(OTC DRUG PRODUCT)

NX0051

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION: Noxzema Skin Cream - Tube/Bottle

INGREDIENTSActive Ingredients: Menthol  
Camphor  
Clove Oil  
PhenolAlso Contains: Water  
Stearic Acid  
Linseed Oil  
Soybean Oil  
Fragrance  
Propylene Glycol  
Glyceryl Stearate  
Gelatin  
Ammonium Hydroxide  
Potassium Hydroxide  
Calcium Hydroxide  
Eucalyptus OilPHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor White, fragranced cream

Solubility in Water	Dispersible	Percent Volatile by Volume (%)	78%	Specific Gravity	0.95-1.05
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☐ Unstable

Stability:

☒ Stable

pH: 7.5-8.5

SAFETY SUMMARYSkin: Nonirritant  
Nonsensitizing  
Nonphotoallergenic  
NonphotoxicEye: Nonirritant  
Toxicity: Nontoxic



Toxema Skin Cream - Tube

NX0052

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
Special Fire Fighting Procedures	None		
Unusual Fire and Explosion Hazards	None		
Hazardous Decomposition Products upon Ignition	None		
Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: None	
	<input checked="" type="checkbox"/> Will Not Occur		

Spill/Leak Information

Precautions to be Taken in Handling & Storage	None
Other Precautions:	None
Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use mild detergent to remove product residue.
Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.

SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 80°F	Ventilation: N/A
	Humidity:	Ambient		
	Conditions to Avoid:	None		
Recommended Personal Protection Measures	If accidentally splashed into eyes, flush with water.			
Compatibility (Materials to Avoid)	None			

For Employees:

See Manufacturing SPI

Laboratory Reference #: 2999-145

6/25/91  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Question 2-a

NX0053

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Noxzema Complexion Lotion

## INGREDIENTS

Water  
Propylene Glycol  
Stearic Acid  
Soybean Oil  
Polysorbate 20  
Cetyl Alcohol  
Fragrance  
Potassium Hydroxide  
Methylparaben  
Propylparaben  
Cellulose Gum  
Carbomer 934  
Camphor\*  
Phenol\*  
Trisodium EDTA  
Clove Oil\*  
Eucalyptus Oil  
Menthol\*

\*Less than 1/2% w/w

## PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor White, fragranced cream

Solubility in Water	Dispersible	Percent Volatile by Volume (%)	80%	Specific Gravity	0.95-1.05

☐ Unstable

Stability:

☒ Stable

Ph: 6.5-7.5

## SAFETY SUMMARY

Skin: Nonirritant  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritant  
Toxicity: Nontoxic

oxzema Complexion Lotion

SPECIAL PRECAUTIONS  
Fire Fighting Information

NX0054

Flash Point	N/A	Extinguisher Media	N/A
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Special Fire Fighting Procedures	None
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Unusual Fire and Explosion Hazards	None
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Hazardous Decomposition Products upon Ignition	None
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Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: None
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<input checked="" type="checkbox"/> Will Not Occur
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Spill/Leak Information

Precautions to be Taken Handling & Storage	None
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Other Precautions:	None
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Steps to be Taken in Case Material Is Spilled	Wipe up spilled product and use mild detergent to remove product residue.
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Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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SPECIAL HANDLING INSTRUCTIONSFor Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 100°F	Ventilation:	N/A
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Humidity:	Ambient
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Conditions to Avoid:	None
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Recommended Personal Protection Measures	If accidentally splashed into eyes, flush with water.
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Compatibility (Materials to Avoid)	None
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Employees:	See Manufacturing SPI
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Laboratory Reference #: 515-18

6/25/91  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

## SECTION I: PRODUCT IDENTIFICATION

Cover Girl Pro-Colors Single Kit Eye Shadows

Laboratory Reference #: 2322-121, 2322-122, 2322-123, 2322-124, 2322-125, 2322-126,  
2322-127, 2322-128, 2322-129, 2322-130, 2322-131, 2511-64,  
2511-65, 2511-66, 2511-67, 2511-68, 2511-69, 2511-70, 2511-71,  
2511-72, 2511-73, 2511-80, 2907-15, 2907-16, 2907-17, 2907-18,  
2907-19, 2907-20, 2907-21, 2907-22

## SECTION II: INGREDIENTS

### Moisturized Formula (A)

Talc, Zinc Stearate, Caprylic/Capric Triglyceride, Mineral Oil, Isopropyl Lanolate,  
Urea/Formaldehyde Resin, Methylparaben, Propylparaben, Sodium Dehydroacetate, BHT,  
Quaternium-15, Mica, Titanium Dioxide

### Spun Satin Formula (B)

Talc, Mineral Oil, Zinc Stearate, Bismuth Oxychloride, Isopropyl Isostearate,  
Polyglyceryl-3 Diisostearate, Calcium Silicate, Methylparaben, Propylparaben, Sodium  
Dehydroacetate, BHT, Quaternium-15, Mica, Titanium Dioxide

### Matte Formula (C)

Talc, Mineral Oil, Zinc Stearate, Dimethicone, Calcium Silicate, Lauroyl lysine,  
Methylparaben, Propylparaben, Sodium Dehydroacetate, BHT, Quaternium-15, Mica

### May Contain:

Iron Oxides, Ultramarines, Carmine, Manganese Violet, Chromium Hydroxide Green, Chromium  
Oxide Greens, Titanium Dioxide

## SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor: Pigmented, fragranced pressed powder cake pH: N/A

Solubility in Water:	Nonsoluble	Percent Volatile by Weight (%):	N/A	Specific Gravity:	N/A
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## SECTION IV: HEALTH AND SAFETY INFORMATION

Skin:	Nonirritating Nonsensitizing Nonphotosensitizing Nonphototoxic	Eye:	Nonirritating
		Toxicity:	Nontoxic

MSD-SD157

NX0056

r Girl Pro-Colors Single Kit Eye Shadows

## ION V: FIRE FIGHTING INFORMATION

h  
c N/A Extinguisher Media Use: chemical foam, dry chemical,  
CO<sub>2</sub> or water

ial Fire Fighting Procedures N/A

## ION VI: CHEMICAL REACTIVITY

rdous Decomposition Products upon Ignition N/A

rdous  
merization ☐ May Occur

☒ Will Not Occur

ility: ☒ Stable

☐ Unstable

## ION VII: HANDLING AND DISPOSAL PROCEDURE

lling & Storage Information: Store away from heat in a room with even,  
normal temperatures.

Temperature: 35°F min. 100°F max.  
Ventilation: N/A  
Humidity: Ambient  
Conditions to Avoid: N/A

ommended Personal Protection Measures: N/A

os to be Taken in Case  
erial Is Spilled Wipe up spilled product and use a mild detergent  
solution to remove product residue.

ce Disposal Methods Dispose of in accordance with federal, state and  
local regulations.

ompatibility  
erials to Avoid) N/A

## ION VIII: EMPLOYEES

See Manufacturing SPI

- March 24, 1993  
Date Prepared

NX0057

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

## SECTION I: PRODUCT IDENTIFICATION

Cover Girl Clean Pressed Powder - Ethnic

Laboratory Reference #: 1654-67, 1654-68, 1654-69, 1654-70, 1654-71, 1654-72, 1654-73,  
1654-74, 1654-75, 1654-76

## SECTION II: INGREDIENTS

Talc, Oat Flour, Polyethylene, Zinc Stearate, Octyldodecyl Stearoyl Stearate, Fragrance, Calcium Silicate, Dimethicone, Methylparaben, Laureyl Lysine, Propylparaben, Sodium Dehydroacetate, Quaternium-15, Eucalyptus Oil, Camphor, Menthol, Clove Oil, BHT, Iron Oxides, Mica

May Contain:

Ultramarines

## SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor: Pigmented, fragranced pressed powder cake pH: N/A

Solubility in Water:	Nonsoluble	Percent Volatile by Weight (%):	N/A	Specific Gravity:	N/A
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## SECTION IV: HEALTH AND SAFETY INFORMATION

Skin:	Nonirritating Nonsensitizing Nonphotoallergenic Nonphototoxic	Eye:	Nonirritating
		Toxicity:	Nontoxic

MSD-SD324

NX0058

r Girl Clean Pressed Powder - Ethnic

## ION V: FIRE FIGHTING INFORMATION

h t	N/A	Extinguisher Media	Use chemical foam, dry chemical, CO <sub>2</sub> or water
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ial Fire Fighting Procedures N/A

## ION VI: CHEMICAL REACTIVITY

rdous Decomposition Products upon Ignition N/A

rdous  
erization ☐ May Occur☒ Will Not Occurility: ☒ Stable☐ Unstable

## ION VII: HANDLING AND DISPOSAL PROCEDURE

ling & Storage Information: Store away from heat in a room with even,  
normal temperatures.

Temperature: 35°F min. 100°F max.

Ventilation: N/A

Humidity: Ambient

Conditions to Avoid: N/A

mmended Personal Protection Measures: N/A

s to be Taken in Case  
rial Is SpilledWipe up spilled product and use a mild detergent  
solution to remove product residue.

e Disposal Methods

Dispose of in accordance with federal, state and  
local regulations.mpatibility  
erials to Avoid)

N/A

## ION VIII: EMPLOYEES

See Manufacturing SPI

March 5, 1993

Date Prepared

NX0059

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

## SECTION I: PRODUCT IDENTIFICATION Cover Girl Clean Liquid Make-Up

Laboratory Reference #: 1814-176, 1814-178, 1814-180, 1814-182, 1814-184, 1814-186,  
1814-188, 3082-36, 3082-40, 3082-44

## SECTION II: INGREDIENTS

Water, Propylene Glycol, Isopropyl Myristate, Mineral Oil, Cetyl Palmitate, Talc,  
Glyceryl Stearate, Fragrance, Stearic Acid, Triethanolamine, Magnesium Aluminum Silicate,  
Sodium Lauryl Sulfate, Cellulose Gum, Methylparaben, Propylparaben, Lithium Stearate,  
Trisodium EDTA, Camphor, Clove Oil, Eucalyptus Oil, Menthol, Titanium Dioxide, Iron  
Oxides

May Also Contain:

Ultramarines

## SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor: Pigmented, fragranced viscous liquid pH: 7.8 - 8.3

Solubility in Water:	Soluble	Percent Volatile by Weight (%):	45-48%	Specific Gravity:	1.06-1.12
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## SECTION IV: HEALTH AND SAFETY INFORMATION

Skin: Nonirritating  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritating

Toxicity: Nontoxic

MSD-SD318



NX0060

Girl Clean Liquid Make-Up

## SECTION V: FIRE FIGHTING INFORMATION

N/A Extinguisher Media Use chemical foam, dry chemical, CO<sub>2</sub> or water

Local Fire Fighting Procedures N/A

## SECTION VI: CHEMICAL REACTIVITY

Hazardous Decomposition Products upon Ignition N/A

Hazardous Polymerization ☐ May Occur  
☒ Will Not Occur

Stability: ☒ Stable  
☐ Unstable

## SECTION VII: HANDLING AND DISPOSAL PROCEDURE

Handling & Storage Information: Store away from heat in a room with even, normal temperatures.

Temperature: 35°F min. 100°F max.  
Ventilation: N/A  
Humidity: Ambient  
Conditions to Avoid: N/A

Recommended Personal Protection Measures: N/A

First Aid to be Taken in Case of Material Is Spilled Wipe up spilled product and use a mild detergent solution to remove product residue.

Disposal Methods Dispose of in accordance with federal, state and local regulations.

Compatibility (Materials to Avoid) N/A

## SECTION VIII: EMPLOYEES

See Manufacturing SPI

March 5, 1993  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Question 2-a

NX0061

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

PRODUCT IDENTIFICATION Cover Girl Extremely Gentle Creme Eye Make-Up Remove:

## INGREDIENTS

Water  
Mineral Oil  
Isopropyl Palmitate  
Isodecyl Oleate  
Glyceryl Stearate  
PEG-4 Laurate  
Cetearyl Alcohol  
Ceteareth-20  
Stearyl Alcohol  
Sodium Lauryl Sulfate  
Dimethicone  
Fragrance  
Propylparaben  
Trisodium EDTA  
Methylparaben  
Imidazolidinyl Urea

## PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor White, lightly fragranced cream.

Solubility in Water	Soluble	Percent Volatile by Weight (%)	51.5	Specific Gravity	0.93-0.95
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Stability: ☐ Unstable

Stability: ☒ Stable

pH: 6.5-7.0

## SAFETY SUMMARY

Skin: Nonirritating  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritating  
Toxicity: Non-toxic

Over Girl Extremely Gentle Creme Eye Make-Up Remover

NX0062

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	>200°F	Extinguisher Media	N/A
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Special Fire Fighting Procedures	N/A
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Usual Fire and Explosion Hazards	N/A
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Hazardous Decomposition Products upon Ignition	None
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Hazardous Polymerization	<input type="checkbox"/> May Occur
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<input checked="" type="checkbox"/> Will Not Occur
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Precautions to be Taken in Handling & Storage	Avoid freezing temperatures.
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Spill/Leak Information

Steps to be Taken in Case Material Is Spilled	Wipe up spilled product. Use a mild detergent solution to remove product residue.
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Waste Disposal Methods	Dispose of in accordance with federal, state and local regulations.
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SPECIAL HANDLING INSTRUCTIONS

For Consumers of Finished Product

Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 100°F	Ventilation:	N/A
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Humidity:	Ambient
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Conditions to Avoid:	N/A
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Recommended Personal Protection Measures	None
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Compatibility (Materials to Avoid)	None
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For Employees:	See Manufacturing SPI
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Laboratory Reference #: 2349-160

6/25/91  
 Date Prepared

**MATERIAL SAFETY DATA SHEET**

Question 2-a

NX0063

Manufacturer's Name: Noxell Corporation

Telephone No.: (301) 785-4425

Address: 11050 York Road  
Hunt Valley, Maryland 21030-2098

**PRODUCT IDENTIFICATION**    Cover Girl Pro-Lining Perfect Point Eye Pencil

**INGREDIENTS**

PPG-2 Myristyl Ether Propionate  
Ceresin  
Beeswax  
Ethylene/Vinyl Acetate Copolymer  
Carnauba  
Castor Oil  
Cetyl Alcohol  
Citric Acid  
BHA  
Methylparaben  
BHT  
Silica Silylate  
Butylparaben  
Propylparaben

**MAY CONTAIN:**    Manganese Violet  
                      Ferric Ferrocyanide  
                      Chromium Hydroxide Green  
                      Mica  
                      Iron Oxides  
                      Titanium Dioxide  
                      Ultramarine Blue  
                      Carmine  
                      Chromium Oxide Greens  
                      Ferric Ammonium Ferrocyanide

**PHYSICAL & CHEMICAL CHARACTERISTICS**

**Appearance and Odor**    Pigmented, wax-based pencil

Solubility in Water	Nonsoluble	Percent Volatile by Weight (%)	N/A	Specific Gravity	N/A
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☐ Unstable

**Stability:**    ☒ Stable    pH: N/A

**SAFETY SUMMARY**

<b>Skin:</b>	Nonirritant Nonsensitizing Nonphotosensitizing Nonphototoxic	<b>Eye:</b>	Nonirritant
		<b>Toxicity:</b>	Nontoxic

Ever Girl Pro-Lining Perfect Point Eye Pencil

NX0064

SPECIAL PRECAUTIONS  
Fire Fighting Information

Flash Point	N/A	Extinguisher Media	N/A
Special Fire Fighting Procedures	N/A		
Usual Fire and Explosion Hazards	N/A		
Hazardous Decomposition Products upon Ignition	None		
Hazardous Polymerization	<input type="checkbox"/> May Occur	Conditions to Avoid: None	
	<input checked="" type="checkbox"/> Will Not Occur		

Spill/Leak Information

Precautions to be Taken Handling & Storage	N/A
Other Precautions:	N/A
Steps to be Taken in Case Material Is Spilled	N/A
Site Disposal Methods	Dispose of in accordance with federal, state and local regulations.

SPECIAL HANDLING INSTRUCTIONS

<u>Consumers of Finished Product</u>			
Recommended Storage Conditions:	Temperature:	Min. 35°F	Max. 80°F
	Humidity:	Ambient	
	Conditions to Avoid:	None	
Recommended Personal Protection Measures	N/A		
Compatibility (Materials to Avoid)	N/A		
Employees:	See Manufacturing SPI		

James T. MacDonald  
Material Safety Data Sheet Coordinator

11/8/80  
Date Prepared

# MATERIAL SAFETY DATA SHEET

Procter & Gamble  
Cosmetic and Fragrance Products  
11050 York Road  
Hunt Valley, Maryland 21030-2098  
(410) 785-4425

## SECTION I: PRODUCT IDENTIFICATION Cover Girl Replenishing Loose Powder

Laboratory Reference #: 3058-8, 3058-9, 3058-10, 3058-11

## SECTION II: INGREDIENTS

Talc, Mineral Oil, Oat Flour, Zinc Stearate, Urea/Formaldehyde Resin, Dimethicone, Methylparaben, Propylparaben, Sodium Dehydroacetate, BHT, Fragrance, Quaternium-15, Mica, Iron Oxides

May Contain:

Ultramarines

## SECTION III: PHYSICAL & CHEMICAL CHARACTERISTICS

Appearance and Odor: Pigmented, fragranced loose powder

pH: N/A

Solubility in Water:	Nonsoluble	Percent Volatile by Weight (%):	N/A	Specific Gravity:	N/A
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## SECTION IV: HEALTH AND SAFETY INFORMATION

Skin: Nonirritating  
Nonsensitizing  
Nonphotoallergenic  
Nonphototoxic

Eye: Nonirritating

Toxicity: Nontoxic

MSD-SD180

1rl Replenishing Loose Powder

NX0066

## V: FIRE FIGHTING INFORMATION

N/A Extinguisher Media Use chemical foam, dry chemical.  
CO<sub>2</sub> or water

Fire Fighting Procedures N/A

## VI: CHEMICAL REACTIVITY

ous Decomposition Products upon Ignition N/A

ous rization ☐ May Occur

☒ Will Not Occur

ity: ☒ Stable

☐ Unstable

## ON VII: HANDLING AND DISPOSAL PROCEDURE

ing & Storage Information: Store away from heat in a room with even,  
normal temperatures.

Temperature: 35°F min. 100°F max.  
Ventilation: N/A  
Humidity: Ambient  
Conditions to Avoid: N/A

Recommended Personal Protection Measures: N/A

s to be Taken in Case Vacuum or sweep up spilled product.  
rial Is Spilled

e Disposal Methods Dispose of in accordance with federal, state and  
local regulations.

mpatibility  
erials to Avoid) N/A

## ION VIII: EMPLOYEES

See Manufacturing SPI

- March 31, 1993

Date Prepared


**MATERIAL SAFETY DATA SHEET Finished Product.**
**SECTION I - CHEMICAL SUBSTANCE/PRODUCT AND COMPANY IDENTIFICATION**

- **Finished Product Name:** BOUNDLESS COLOR NAIL POLISH
- **Formula Number:** 84968035, 84968036, 84968037, 84968038, 84968039, 84968040, 84968041, 84967898, 84967897, 84967898, 84967899, 84967900, 84967901, 84967902, 84967903, 84967904, 84967905, 84967906, 84967907, 84967908, 84967909, 84967910, 84967911, 84967912, 84967913, 84967914, 84967916, 84967917, 84967920, 84968982.
- **Company Identification:**  
The Procter & Gamble Company  
11050 York Road, Hunt valley, MD 21030-2098  
  
-----  
Contact: Consumer Relations at 1-800-426-8374
- **In case of a transportation incident, contact:**  
Chemtec - Phone #800-424-9300 or 703-527-3887 (U.S. only).
- **DATE:** November 15, 2005

**SECTION II - COMPOSITION AND INGREDIENTS**

Mica, Titanium Dioxide,, May contain: Maganese Violet, Red Iron Oxide, D&C Red 6 Lake, FD&C Yellow 5 Lake, Silica, Ferric Ferrocyanide, Aluminum Powder, Iron Oxide, Ultramarines, D&C Red 34 Ca Lake

**◆ CHEMICAL CHARACTERIZATION**

Nitrocellulose with nitrogen content < 12.2 % and at a concentration < 20 % in a blend of solvents.

**◆ HAZARDOUS COMPONENTS**

INGREDIENT	CAS NUMBER	HAZARD	HAZARD SYMBOL
ISOPROPYL ALCOHOL	67-63-0	HIGHLY FLAMMABLE, IRRITANT	F, Xi
ETHYL ACETATE	141-78-6	HIGHLY FLAMMABLE, IRRITANT	F, Xi
BUTYL ACETATE	123-86-4	FLAMMABLE	---
NITROCELLULOSE	9004-70-0	HIGHLY FLAMMABLE	F



**SECTION III - HAZARDS IDENTIFICATION****EMERGENCY OVERVIEW:**

This is a personal care or cosmetic product that is safe for consumers and other users under normal and reasonably foreseen misuse.

**POTENTIAL HEALTH EFFECTS:**

- **Eye:**

Irritant, thoroughly and promptly flush with plenty of water and seek medical attention.

- **Skin:**

Prolonged contact may cause transient irritation, non-sensitizing, non-photoallergenic, non-phototoxic.

- **Inhalation:**

This material contains an organic solvent base. Over exposure to and intentionally concentrating and inhaling the vapors can cause dizziness and respiratory discomfort. Excessive inhalation of the product may lead to death.

- **Ingestion:**

This material contains an organic solvent base. Large volume ingestion may cause gastrointestinal irritation and alcohol like symptoms. Do not induce vomiting.

**SECTION IV - FIRST AID MEASURES**

- **Eye:**

Thorough rinsing with warm water for 15 minutes is recommended.

- **Skin Problem:**

Discontinue use and apply a cold compress to relieve irritation. If discomfort persists contact a physician.

- **Inhalation:**

Remove individual to fresh air.

- **Ingestion:**

Dilute with fluids (water and milk) and treat symptomatically. **Do not induce vomiting.**

**SECTION V - FIRE FIGHTING MEASURES**

- **Flash Point & Method:**

70 Degrees F, TCC

- **Extinguishing Media:**

Use chemical foam, dry chemical, carbon dioxide or water

- **Explosion Hazard:**

Moderate explosive hazard when exposed to heat and flames.

- **Fire Fighting Instructions:**

Dangerous fire hazard when exposed to flames and or heat.

**SECTION VI - ACCIDENTAL RELEASE MEASURES**

- **Procedures for Spill/Leak Clean-up:**

Wipe up spilled product. Use of a nail polish remover may be necessary to completely remove

the stain, but may cause additional damage to countertops and floor finishes. Eliminate ignition sources.

#### SECTION VII - HANDLING AND STORAGE

- **Precautions for Safe Handling:**

Keep away from heat and open flames. Avoid contact with eyes. Use with adequate ventilation.

- **Conditions for Safe Storage:**

Store in a closed container in a cool, clean and well ventilated, fire resistant area, away from oxidizing agents and sources of heat or ignition. Keep container tightly capped or product will thicken.

- **Other Recommendations:**

Cannot be removed from fabrics, upholstery, furniture or floor tiles.

#### SECTION VIII - EXPOSURE CONTROLS, PERSONAL PROTECTION

- This is a personal care or cosmetic product that is safe for consumers and other users under normal and reasonably foreseen misuse.

#### SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

• <b>Appearance:</b> Pigmented liquid	• <b>Melting Point:</b> N/A
• <b>Color:</b> Varies	• <b>Boiling Point:</b> 170 degrees F
• <b>Odor:</b> Solvent odor	• <b>Solubility in Water:</b> Insoluble
• <b>Physical State:</b> Liquid	
• <b>Vapor Density:</b> 100 @ 75 degrees F	

#### SECTION X - STABILITY AND REACTIVITY

- **Conditions to Avoid:** Heat and flames
- **Other Recommendations:** None

#### SECTION XI - TOXICOLOGICAL INFORMATION

- This is a personal care or cosmetic product that is safe for consumers and other users under normal and reasonably foreseen misuse. Additional information on toxicological endpoints is available from the supplier on request.

#### **SECTION XII - ECOLOGICAL INFORMATION**

The product ingredients are expected to be safe for the environment at concentrations predicted under normal product use and geographic (spatial) dispersions (distribution). Packaging components are compatible with the conventional solid waste management practices. Additional information is available from the supplier on request.

#### **SECTION XIII - DISPOSAL CONSIDERATIONS**

Do not discharge product into natural waters without pretreatment or adequate dilution.

Keep product contained to avoid volatilization.

#### **SECTION XIV - TRANSPORT INFORMATION**

DOT Label: Flammable Liquid

Transport in accordance with local regulations.

**SECTION XV - ADDITIONAL REGULATORY INFORMATION**

Regulated as a Cosmetic under FDA (US), HPB (Canada), Cosmetic Directive (EU), and MHW (Japan).

**SECTION XVI - OTHER INFORMATION**

None

**DISCLAIMER:** This MSDS is intended to provide a brief summary of our knowledge and guidance regarding the use of this material. It is not meant to be an all-inclusive document on worldwide hazard communication regulations. All P&G operations must comply with applicable local and national MSDS/Hazard Communication Regulations.

This information is offered in good faith. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage or release to the environment.

**Noxzema®**  
**ACNE 12**  
ACNE MEDICINE

**Noxzema®**  
**ACNE 12**  
ACNE MEDICINE

Noxzema Acne 12 Acne Medicine is specially formulated to help clear acne blemishes. There's no stronger acne fighting medicine available without a prescription.

Clinical tests proved that Noxzema Acne 12:

**HELPS CLEAR UP ACNE PIMPLES**

Noxzema Acne 12 has a special anti-acne medicine which penetrates pores to heal and clear existing acne blemishes.

**HELPS PREVENT NEW PIMPLES**

Noxzema Acne 12 works by penetrating pores to kill bacteria which can lead to the formation of new acne pimples.

**HELPS ELIMINATE BLACKHEADS**

Acne 12 penetrates follicles to eliminate most blackheads.

**DRIES UP EXCESS OIL**

Noxzema Acne 12 removes the excess oil from acne pimples without overdrying the skin.

Clinical testing proved that washing with Noxzema Skin Cream and treating with Noxzema Acne 12 results in better skin and fewer blemishes.

**DIRECTIONS:** SHAKE WELL. Wash as you normally do and dry. For best results, first wash with Noxzema Skin Cream. Some people are sensitive to the active ingredients in acne medicines, so for the first two days of use, apply lotion lightly on a small affected area. If no discomfort occurs, apply morning and night to any oily, blemished areas on the face, neck, or elsewhere on your body. Smooth in lotion with finger tips until it disappears. Recap tightly after use. See caution.

**CAUTION:** For external use only. Avoid contact with eyes, lips, mouth, or other sensitive areas. If undue swelling, itching, redness, or dryness occurs, discontinue use. Call physician if condition lingers. Store at room temperature; avoid excessive heat. Avoid contact with clothing since the oxidizing action of Benzoyl Peroxide may bleach colored or dyed fabrics.

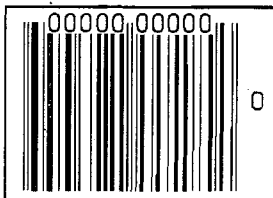
**ACTIVE INGREDIENT:** 10% BENZOYL PEROXIDE.

**ALSO CONTAINS:** GLYCERYL STEARATE, ISOPROPYL PALMITATE, MAGNESIUM ALUMINUM SILICATE, METHYLPARABEN, PEG-20 STEARATE, PPG-11 STEARYL ETHER, PROPYLENE GLYCOL, PROPYLPARABEN, STEARIC ACID, WATER, XANTHAN GUM, ZINC STEARATE.

**KEEP ALL MEDICINE OUT OF REACH OF CHILDREN.**

132038

DIST. BY  
**Noxell**  
P.O. BOX 1790  
BALTIMORE, MD  
MADE IN U.S.A. CORPORATION 21203 U.S.A.



**Noxzema®**  
**ACNE 12**  
ACNE MEDICINE

**Noxzema®**  
**ACNE 12**  
ACNE MEDICINE

Ivory Bisque 49818	135272
Gentle Beige 49826	135282
Medium Beige 49834	135352
Peach Beige 49842	135372
Rose Beige 49850	135382
Rich Beige 49868	135392
Tawny Beige 49876	135422

Natural Ivory  
49800

INGREDIENTS: TALC, POLYETHYLENE, KAOLIN, ZINC STEARATE, MINERAL OIL,  
ISOPROPYL ISOSTEARATE, METHYL PARABEN, PROPYL PARABEN, SODIUM  
DEHYDROACETATE, QUATERNIUM-15, BHA, MICA, TITANIUM DIOXIDE, IRON OXIDES.  
MAY CONTAIN: ULTRAMARINE BLUE.

DISTRIBUTED BY  
**Noxell**  
CORPORATION  
1050 VALLEY RD.  
HUNT VALLEY, MD 21030-2099 U.S.A.  
ULTRAPURE IS A REGISTERED  
TRADEMARK OF  
NOXELL CORPORATION

135282

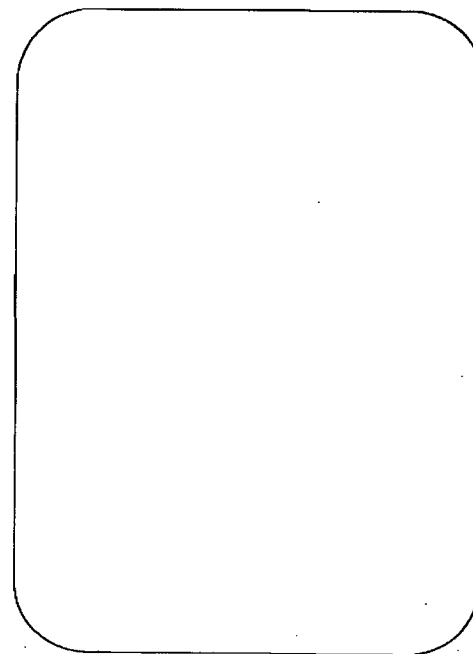
Natural Ivory  
49800

For  
All Color  
Groups

# Clarion

Natural Finish Powder

UltraPure®  
Fragrance Free  
Sensitivity Tested



Net Wt. .36 Oz. Open Compact to See Shade

# Clarion

Natural Finish Powder  
Flawless Look,  
Won't Clog Pores

Clarion Natural Finish Powder imparts natural color for a beautiful finish. A smooth, refined look that won't streak, cake or change color. Tiny lines and pores seem to vanish. Wear Clarion Natural Finish Powder alone or with the color coordinated shade of Clarion make-up.

The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free and sensitivity tested so even the most sensitive skin can wear it. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

#### CLARION PERSONALIZED COLOR SYSTEM

The Clarion Color Computer will help determine the Natural Finish Powder shade best for you. In addition it will help determine your best colors of blusher, lipstick and eyeshadow. Simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look.

*Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*



21717



COLOR GROUPS 1 2 3 4

Clarion

UltraPure® Moisture

Fragrance Free  
Sensitivity Tested

2 Fl. Oz.

FOR POSITION 2270000787

INGREDIENTS: WATER, MINERAL OIL, STEARIC ACID, CETYL PALMITATE, CASTOR OIL, DIOLETH-24, AMYISTYL ALCOHOL, CETYL ALCOHOL, STEARYL ALCOHOL, DRI FLOOR, METHYLPHARMER, PROPYLENEGLYCOL, CARBOMER 934, DIMETHYL HYDANTOIN, POLYSSON HYDROXIDE.

ULTRAPURE® IS A REGISTERED TRADEMARK OF NOXELL CORPORATION.

NOXELL CORPORATION  
MADE IN U.S.A.

UltraPure® Moisture makes your skin feel soft, silky, free of tightness. A protective, lightweight formula that instantly free, fragrance-free, sensitivity-tested. Absorbs instantly and won't clog pores. Wear it alone or as the perfect companion to Clarion Makeup.

Clarion

21717

NOTE: ANY QUESTIONS REGARDING THIS COLOR BREAK REFER TO THE EYESHADOW MECHANICAL.

Question 2(a)







Question 2(a)

12

Blues in  
the Night  
21923

Blues in the Night  
21923

Color  
Group

2

Clarion

Wearproof Eyeshadow

UltraPure®  
Fragrance Free  
Sensitivity Tested

INGREDIENTS: TALC, MINERAL OIL, ZINC STEARATE, CALCIUM SILICATE, METHYL PARABEN,  
PROPYL PARABEN, SODIUM OXYHYDROXYACETATE, OLUTERINUM-15, BHA, MICA, TITANIUM  
DIOXIDE, MAY CONTAIN: MANGANESE VIOLET, IRON OXIDES, ULTRAMARINE BLUE,  
CARBONE, CHROMIUM HYDROXIDE GREEN, ULTRAMARINE VIOLET, FERRIC FERROCYANIDE,  
ULTRAMARINE PINK, FERRIC AMMONIUM FERROCYANIDE, BISMUTH OXYCHLORIDE.

137391

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CORPORATION  
HUNT VALLEY, MD 21030-2008 U.S.A.  
MADE IN U.S.A.  
ULTRAPURE IS A REGISTERED  
TRADEMARK OF NOXELL CORPORATION

Net Wt. .27 Oz.

Clarion

Wearproof Eyeshadow  
Rich, Long Wearing  
Color

Clarion eyeshadow is spun with special  
highlighters and color that add depth  
and richness, while enhancing the shape  
and beauty of your eyes. The micro-fine  
texture glides on effortlessly, while the  
wearproof formula resists creasing,  
fading and flaking for hours.

The UltraPure® formula is carefully  
created and thoroughly tested by the  
Beauty Research Group at Noxell—Skin  
Care Specialists since 1917. This special  
formula is fragrance-free, irritant free,  
soap-free and sensitivity tested so even  
the most sensitive skin can wear it. With  
Clarion, you can count on the promise  
of beauty and performance without any  
compromise to the well-being of your skin.

#### CLARION PERSONALIZED COLOR SYSTEM

Clarion color products are coded to  
make selection and coordination easier  
for you. The blushers, lipsticks and  
eyeshadows are divided into the follow-  
ing color groups:

COLOR GROUP 1	THE COOL TONES OF PLUM, MAUVE AND BURGUNDY
COLOR GROUP 2	THE COOL TONES OF PINK, ROSE AND CHERRY
COLOR GROUP 3	THE NEUTRAL TONES
COLOR GROUP 4	THE WARM TONES OF CORAL, BEIGE AND RUSSET

The Clarion Color Computer will help  
determine the color groups and the  
shades of the other Clarion makeup  
products that are best for you. Then  
simply select products with the same  
color code on the front of the package to  
be sure of a perfectly coordinated look!  
*Make-up so pure, even women with  
sensitive skin can wear it. And so  
beautiful, every woman will want to.™*

0  
FOR POSITIVE ONLY  
22700 02353

Color  
Group

1

Color  
Group

3

Color  
Group

4

Clarion

Rich Black  
21824

### Luxurious Lash Mascara Beautiful, Smudge-Free Wear

Clarion sweeps on smooth, rich color for beautiful natural looking lashes. The pure, fiber-free formula is enriched with natural protein to condition as it separates and lengthens every lash without clumping or smudging. And this gentle, easy-to-remove mascara assures even sensitive eyes freedom from irritation.

The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free and sensitivity tested. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

#### CLARION PERSONALIZED COLOR SYSTEM

The Clarion Color Computer will help determine the Luxurious Lash Mascara color best for you. In addition it will help determine your best shade of facial makeup and your best colors of blusher, lipstick and eyeshadow. Simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look.

*Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*

#### TO HELP MAINTAIN PRODUCT PURITY FOLLOW THESE INSTRUCTIONS CAREFULLY:

Clarion mascaras are quality tested for product purity. To help maintain this purity do not add anything to this mascara. Always use in a clean and careful manner, and cap tightly after use. Also, do not rest the applicator on any surface, borrow mascara or use an old applicator in a new case.

**IMPORTANT:** If your eye is irritated or infected, or if you scratch your eye with the applicator, DO NOT USE THIS OR ANY EYE COSMETIC PRODUCT AND CONSULT OPHTHALMOLOGIST IMMEDIATELY.

INGREDIENTS: ACRYLICACRYLATE COPOLYMER, WATER, SD ALCOHOL 40, BEESWAX, CETEARYL ALCOHOL, CERESIN, CETEARETH-20, AMMONIUM HYDROXIDE, LECITHIN, QUATERNIUM-15, METHYLPARABEN, PROPYLPARABEN, TRISODIUM EDTA. MAY CONTAIN: IRON OXIDES, TITANIUM DIOXIDE, ULTRAMARINE BLUE.

DISTRIBUTED BY  
**NOXELL**  
CORPORATION  
11550 YORK RD.  
HUNT VALLEY, MD 21030-2098 U.S.A.  
MADE IN U.S.A.  
ULTRA PURE IS A REGISTERED  
TRADEMARK OF  
NOXELL CORPORATION



137283



Smudge Proof  
Fiber-Free  
Irritant-Free

30 FL. OZ.

Clarion 

Rich Black  
21858

**Perfect Waterproof Mascara  
Long Wearing  
Irritant-Free Formula**

Clarion offers you beautiful, long wearing lashes without irritation. The gel-based formula has rich, creamy color that glides on like silk without flaking, clumping or smearing. And this gentle, waterproof mascara assures even sensitive eyes freedom from irritation.

The UltraPure® formula carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free and sensitivity tested. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

**CLARION PERSONALIZED COLOR SYSTEM**

The Clarion Color Computer will help determine the Perfect Waterproof Mascara color best for you. In addition it will help determine your best shade of facial makeup and your best colors of blusher, lipstick and eyeshadow. Simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look.

To remove: Apply mineral oil or eye make-up remover to lashes with cotton ball or pad. Wipe gently. Clarion waterproof will remove easily, without excessive tugging or rubbing.

*Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*

TO HELP MAINTAIN PRODUCT PURITY

FOLLOW THESE INSTRUCTIONS CAREFULLY:

Clarion mascaras are quality tested for product purity. To help maintain this purity do not add anything to this mascara. Always use in a clean and careful manner, and cap tightly after use. Also, do not rest the applicator on any surface, borrow mascara or use an old applicator in a new case.

IMPORTANT: If your eye is irritated or infected, or if you scratch your eye with the applicator, DO NOT USE THIS OR ANY EYE COSMETIC PRODUCT AND CONSULT OPHTHALMOLOGIST IMMEDIATELY.

INGREDIENTS: PETROLEUM DISTILLATE, TALL OIL GLYCERIDES, QUATERNIUM-18 HECTORITE, PVP/ECOSENE COPOLYMER, TRIHYDROXYSTEARIN, MAGNESIUM CARBONATE, CARNAUBA, KAOLIN, PROPYLENE CARBONATE, POLYETHYLENE, PHENOXYETHANOL, PROPYL PARABEN, BHA, IRON OXIDES. MAY CONTAIN: ULTRAMARINE BLUE, TITANIUM DIOXIDE.

DISTRIBUTED BY  
**Noxell**  
CORPORATION



Question 2(a)

Clarion



Rich Black  
64527

Pure Lash  
The UltraPure Mascara That's  
Washable/Water-Resistant

The gentle mascara that builds full, lush lashes, resists water and tears, yet washes away easily.

Pure Lash glides on smoothly with a creamy formula that extends and colors each lash naturally and beautifully. Clarion Pure Lash delivers gorgeous lashes that wear for hours without clumping, smearing or flaking.

The UltraPure formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell Skin Care Specialists since 1917. This special formula is fragrance-free, irritant-free, and sensitivity-tested. With Clarion you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

**CLARION PERSONALIZED COLOR SYSTEM**

The Clarion Color System Computer will help determine the Pure Lash Mascara color best for you. In addition, it will help determine your best shade of facial makeup and your best colors of blusher, lipstick and eyeshadow. Simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look.

**TO HELP MAINTAIN PRODUCT PURITY**

**FOLLOW THESE INSTRUCTIONS CAREFULLY:**

Clarion mascaras are quality tested for product purity. To help maintain this purity do not add anything to this mascara. Always use in a clean and careful manner, and cap tightly after use. Also, do not rest the applicator on any surface, borrow mascara or use an old applicator in a new case.

**IMPORTANT:** If your eye is irritated or infected, or if you scratch your eye with the applicator, DO NOT USE THIS OR ANY EYE COSMETIC PRODUCT AND CONSULT OPHTHALMOLOGIST IMMEDIATELY.

INGREDIENTS: WATER, C10-13 ISOPARAFFIN OR PETROLEUM DISTILLATE OR C11-12 ISOPARAFFIN, CARNAUBA WAX, LANOLIN ACID, AMMONIUM ACRYLATES COPOLYMER, SD ALCOHOL 40, BEESWAX, LANOLIN ALCOHOL, GLYCERIN, QUATERNIUM-18 HECTORITE, PROPYLENE GLYCOL, PHENOXYETHANOL, PEG-5 SOYA STEROL, QUATERNIUM-15, PROPYLENE CARBONATE, METHYL PARABEN, XANTHAN GUM, BHA, SODIUM LAURYL SULFATE, PROPYL PARABEN, TRISODIUM EDTA, AMMONIUM HYDROXIDE, NONOXYNOL-10, POTASSIUM OCTOXYNOL-12 PHOSPHATE, IRON OXIDES. MAY CONTAIN: ULTRAMARINE BLUE, TITANIUM DIOXIDE.

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CORPORATION  
11556 YORK RD.  
HUNT VALLEY, MD 21031-1144

0



Soft Black 138111  
64535

Black Brown 138231  
64543

Sapphire Blue 138261  
64551

RULE GRAY  
MATCH COLOR

Clarion®

Sweet Sherry  
43894 (Frost)

### Lasting Color Lipstick Smooth, Moist Color That Lasts

The smooth, moist Clarion formula protects your lips while keeping them looking and feeling silky—never dry. The rich color lasts, the soft feeling stays, hour after hour. The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free and sensitivity tested so even the most sensitive lips can wear it. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

#### CLARION PERSONALIZED COLOR SYSTEM

Clarion color products are coded to make selection and coordination easier for you. The blushers, lipsticks and eyeshadows are divided into the following color groups:

COLOR GROUP 1	THE COOL TONES OF PLUM, MAUIVE AND BURGUNDY
COLOR GROUP 2	THE COOL TONES OF PINK, ROSE AND CHERRY
COLOR GROUP 3	THE NEUTRAL TONES
COLOR GROUP 4	THE WARM TONES OF CORAL, BEIGE AND RUSSET

The Clarion Color Computer will help determine the color groups and the shades of the other Clarion makeup products that are best for you. Then simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look!

*Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*

INGREDIENTS: CASTOR OIL, OLEYL ALCOHOL, ARACHIDYL PROPIONATE, ISOPROPYL PALMITATE, OZOKERITE, CARNAUBA, CANDELLA WAX, CETYL ALCOHOL, PARAFFIN, MYRISTYL LACTATE, CERESIN, ASCORBYL PALMITATE, PROPYL PARABEN, TOCOPHERYL ACETATE, TITANIUM DIOXIDE. MAY CONTAIN: MICA, D&C RED NO. 6 BARIUM LAKE, IRON OXIDES, D&C RED NO. 7 CALCIUM LAKE, D&C YELLOW NO. 5 ALUMINUM LAKE, D&C RED NO. 27 ALUMINUM LAKE, FD&C BLUE NO. 1 ALUMINUM LAKE.

DISTRIBUTED BY  
**Noxell**  
CORPORATION  
11550 YORK RD  
HUNT VALLEY, MD 21030-2088 U.S.A.  
MADE IN U.S.A.  
CLARION AND ULTRAPURE  
ARE REGISTERED  
TRADEMARKS OF  
NOXELL CORPORATION

136022

FOR POSITION ONLY  
0 35320 00227 11

Net Wt. 13 Oz.

136012 Color Group 4  
136982 Color Group 4  
136982 Color Group 4  
136972 Color Group 4  
136962 Color Group 3  
136952 Color Group 3  
136942 Color Group 3  
136932 Color Group 3  
136922 Color Group 3  
136172 Color Group 3  
136162 Color Group 2  
136152 Color Group 2  
36142 Color Group 2  
36132 Color Group 2  
36122 Color Group 2  
36112 Color Group 2

# Clarion

Soft Black  
62208

Black Brown  
62216

Sapphire Blue  
62183

## Precision Liquid Liner Beautiful, Long-lasting wear

Clarion's special precision cut natural hair brush gives you unsurpassed control in applying a precise line of rich, lustrous color for your most beautiful look. The special long-lasting formula glides on smoothly for even application while it resists flaking, fading, cracking and smudging.

The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell-Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free and sensitivity tested so even women with sensitive eyes can wear it. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

### CLARION PERSONALIZED COLOR SYSTEM

Clarion Precision Liquid Liner Shades are formulated to coordinate with Clarion Mascaras. The Clarion Computer will help determine the color groups and shades of makeup that are best for you. Then simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look.

*Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*

IMPORTANT: If your eye is irritated or infected, or if you scratch your eye with the applicator, DO NOT USE THIS OR ANY EYE COSMETIC PRODUCT AND CONSULT AN OPHTHALMOLOGIST IMMEDIATELY.

INGREDIENTS: WATER, GLYCERIN, PVP, METHYL GLUCOSE SESQUITEARATE, METHYL GLUCETH-20 SESQUITEARATE, BENTONITE, HYDROXYETHYLCELLULOSE, XANTHAN GUM, QUATERNIUM-15, METHYL PARABEN, PROPYL PARABEN, TRISODIUM EDTA, IRON OXIDES, MICA. MAY CONTAIN: ULTRAMARINE BLUE, TITANIUM DIOXIDE

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**Noxell**  
CORPORATION  
11060 YORK RD.  
MOUNT VALLEY, MD 21030-2098 USA  
MADE IN U.S.A.  
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NOXELL CORPORATION

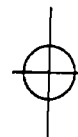
137900



27 Fl. Oz.



Rich, Lustrous  
Flake-Resistant  
Formula  
Precision Cut  
Natural Hair  
Brush



Sensitivity  
Tested





Espresso  
21668

China Blue (Frost)  
21676

Deep Lapis Blue  
21684

Royal Plum  
21692

Onyx  
21650

Slate  
62472

Forest Green  
62456

Soft Sable  
62464

Clarion



Aquamarine  
21709

### Eye Definer Lining Pencil Precise Lining Without Tugging

The rich waterproof color glides on gently to give a precise, true line without tugging. And, the silky-smooth formula blends easily to create a variety of beautiful looks. The slim swivel case has a built-in sharpener.

The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free, and sensitivity tested so even sensitive skin can wear it. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

#### CLARION PERSONALIZED COLOR SYSTEM

The Clarion Color Computer will help determine the Eye Definer Lining Pencil shade best for you. In addition it will help determine your best shade of facial makeup and your best colors of blusher, lipstick and eyeshadow. Simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look. Clarion Eye Definer Lining Pencils are formulated to coordinate with Clarion Wearproof Eyeshadow.

To Sharpen—Remove silver cap to expose sharpener, twist the pencil while holding the sharpener steady, use very little pressure. Keep exposed stick as short as possible to avoid breakage while sharpening and lining.

Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™

INGREDIENTS: PPG-2 MYRISTYL ETHER PROPIONATE, CERESIN, BEESWAX, POLYETHYLENE, CARNAUBA, CASTOR OIL, CETYL ALCOHOL, SILICA SILYATE, METHYLPARABEN, PROPYLPARABEN, BUTYLPARABEN, BHT, BHA, CITRIC ACID. MAY CONTAIN: IRON OXIDES, MICA, TITANIUM DIOXIDE, ULTRAMARINE BLUE, MANGANESE VIOLET, FERRIC FERROCYNIDE, CHROMIUM HYDROXIDE GREEN, CHROMIUM OXIDE GREENS, FERRIC AMMONIUM FERROCYNIDE, CARMINE.

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138073



Net Wt. 0.01 Oz.

Swivel-Up Pencil  
Built-In Sharpener

Blues 137251 Color Group 2

uite 137261 Color Group 3

nata 137271 Color Group 4

PANEL COPY

n Blues

Suite

onata

Twilight  
Serenade  
62761

Twilight Serenade  
62761

Color  
Group

1

# Clarion

Color Harmonies  
Shadows with Coordinated  
Color and Pearl

UltraPure®  
Fragrance Free  
Sensitivity Tested

INGREDIENTS: TALC, MINERAL OIL, ZINC STEARATE, CALCIUM SILICATE,  
METHYLPARABEN, PROPYL PARABEN, SODIUM DEHYDROACETATE, QUATERNIUM-  
15, BHA, MICA, TITANIUM DIOXIDE, MAY CONTAIN: IRON OXIDES, CARBINE,  
ULTRAMARINE BLUE, FERRIC FERROCYNANIDE, CHROMIUM OXIDE GREENS,  
MANGANESE VIOLET, ULTRAMARINE VIOLET, ULTRAMARINE PINK, BISMUTH  
OXYCHLORIDE, FERRIC AMMONIUM FERROCYNANIDE.

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NEW YORK, NY 10020-0008 U.S.A.  
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137241

FOR POSITIVE IDENTIFICATION ONLY  
0 22700 02353

Net Wt. .25 Oz.

## Clarion

Color Harmonies  
Rich, Lasting Color  
and Soft Pearl

Clarion Color Harmonies — Shadows with coordinated Color and Pearl — take you from soft daytime to dramatic evening in one convenient color palette. Each kit is woven with its own soft shimmer pearl specially chosen to complement each color group and give you a wonderful combination of beautiful looks. The micro-fine texture glides on effortlessly, while the wearproof formula resists creasing, fading and flaking for hours. The UltraPure® formula is carefully created and thoroughly tested by the Beauty Research Group at Noxell—Skin Care Specialists since 1917. This special formula is fragrance-free, irritant free, and sensitivity tested so even the most sensitive skin can wear it. With Clarion, you can count on the promise of beauty and performance without any compromise to the well-being of your skin.

### CLARION PERSONALIZED COLOR SYSTEM

Clarion color products are coded to make selection easier for you. The blushers are divided into the following color groups:

COLOR GROUP 1	THE COOL TONES OF PLUM, MAUVE AND BURGUNDY
COLOR GROUP 2	THE COOL TONES OF PINK, ROSE AND CHERRY
COLOR GROUP 3	THE NEUTRAL TONES
COLOR GROUP 4	THE WARM TONES OF CORAL, BEIGE AND RUSSET

The Clarion Color Computer will help determine the color groups and the shades of the other Clarion makeup products that are best for you. Then simply select products with the same color code on the front of the package to be sure of a perfectly coordinated look! *Make-up so pure, even women with sensitive skin can wear it. And so beautiful, every woman will want to.™*

Color  
Group

2

Color  
Group

3

Color  
Group

4

UltraPure® /Fragrance Free  
Sensitivity Tested



## PURIFYING CLEANSER

Removes Pore-Clogging Oils  
Deep-Cleanses, Rinses Clean

INGREDIENTS: WATER, PROPYLENE GLYCOL DICAPRYLATE/DICAPRATE, SD ALCOHOL 40, GLYCERIN, GLYCERYL STEARATE, CETYL ALCOHOL, METHYL GLUCETH-20 SESQUISTEARATE, ISOCETYL STEARATE, POLYSORBATE 20, OCTYLDODECYL STEAROYL STEARATE, METHYL GLUCOSE SESQUISTEARATE, STEARETH-2, STEARETH 21, TRIETHANOLAMINE, DMDM HYDANTOIN, METHYLPARABEN, CARBOMER 941, PENTADECALACTONE, PROPYLPARABEN.

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NOXELL CORPORATION  
Hunt Valley, MD 21030-2098

7.25 FL. Oz.

Skin

g Cleanser  
mal to Oily Skin

il-free facial cleansing lotion  
deep-cleanses away excess oils,  
d make-up. The UltraPure for-  
specially created to provide the  
orough cleansing oily skin  
without stripping essential  
re. Leaves skin feeling deep  
lean, refreshed, purified.

e: Morning and night, or  
ver you cleanse your skin.  
ge lotion over face with a  
oth or your fingertips. Rinse  
arm water. Gently pat dry.

Clarion skin care has been scientific-  
ly researched and developed by Nox-  
ell, skin care specialists since 1917.  
Every Clarion UltraPure formula is  
fragrance free, irritant free and sen-  
sitivity tested. Extensive clinical tests  
prove that Clarion products are so  
gentle you can use them with  
confidence.

Clarion helps you choose the pro-  
ducts that are best for your skin.  
While your skin type may be general-  
ly classified as normal to oily, consult  
our beauty computer to help deter-  
mine how factors such as age, heredi-  
ty and sun exposure may affect which  
products are exactly right for you.



White Drop Out  
Extends 3/64" Beyond  
Silver Rule

Question 2(a)

## Clarion

### **Daily Hydrating Cream**

*For dry and very dry skin*

*This fast-acting hydrator helps very dry skin attract and maintain moisture all day, without a trace of greasiness. Enriched with an **UltraPure Moisture Complex** containing soluble Collagen and Elastin, it leaves even the thirstiest skin feeling softer, looking wonderfully smoothed.*

*TO USE: After cleansing and toning, smooth over face and throat. Wear alone or under make-up.*

**Noxell**

11850 YORK RD.  
HUNT VALLEY, MD  
CORPORATION 21030-2030-U.S.A.

UltraPure® is a  
registered trademark of  
Noxell Corporation.



*Clarion skin care has been scientifically researched and developed by Noxell, skin care specialists since 1917. Every Clarion UltraPure formula is fragrance free, sensitivity tested, hypo-allergenic and non-comedogenic (won't clog pores). Extensive clinical tests prove that Clarion products are so gentle all women can use them with confidence.*

## Clarion

### **Daily Hydrating Cream**

*Softens even the driest skin*

**UltraPure® • Fragrance Free**  
**Sensitivity Tested**

**Net Wt. 2 Oz.**

**INGREDIENTS:** WATER, MINERAL OIL, OCTYL HYDROXYSTEARATE, ISOCETYL STEARATE, GLYCERIN, GLYCERYL STEARATE, SQUALANE, PETROLATUM, METHYL GLUCETH-20 SESQUISTEARATE, METHYL GLUCOSE SESQUISTEARATE, CETYL ALCOHOL, PEG 40 STEARATE, TOCOPHERYL ACETATE, HYDROLYZED ELASTIN, SOLUBLE COLLAGEN, SODIUM HYALURONATE, LINOLEIC ACID, DIAZOLIDINYL UREA, TRIETHANOLAMINE, METHYLPARABEN, CARBOMER 941, PROPYLPARABEN, DISODIUM EDTA, YELLOW 5, RED 4

UltraPure® / Fragrance Free  
Sensitivity Tested



ULTRA-PURE NIGHT CREAM

Replenishes Moisture Overnight

Net Wt. 2 Oz.

INGREDIENTS: WATER, MINERAL OIL, OCTYL HYDROXYSTEARATE, GLYCERYL STEARATE, CETYL ALCOHOL, PETROLATUM, GLYCERIN, METHYL GLUCETH-20 SESQUISTEARATE, METHYL GLUCOSE SESQUISTEARATE, PEG-40 STEARATE, TOCOPHERYL ACETATE, HYDROLYZED ELASTIN, SOLUBLE COLLAGEN, SODIUM HYALURONATE, LINOLIC ACID, DIAZOLIDINYL UREA, TRIETHANOLAMINE, METHYL PARABEN, PROPYL PARABEN, DISODIUM EDTA, CARBOMER 934, YELLOW 5, RED 4.

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NOXELL CORPORATION.

NOXELL CORPORATION  
Hunt Valley, MD 21030-2098

skin

2 Night Cream  
Ideal to Dry Skin

tionally effective nighttime treatment  
w your skin's moisture content while  
is at rest. Enriched with an UltraPure  
Complex containing soluble collagen  
1, this special irritant free cream ab-  
ckly to help compensate for the  
ects of sun, stress, and pollution.  
wake up, you'll see and feel a softer,  
healthier looking complexion.

Clarion skin care has been scientifically  
researched and developed by Noxell, skin  
care specialists since 1917. Every Clarion  
UltraPure formula is fragrance free, irri-  
tant free and sensitivity tested. Extensive  
clinical tests prove that Clarion products  
are so gentle you can use them with  
confidence.

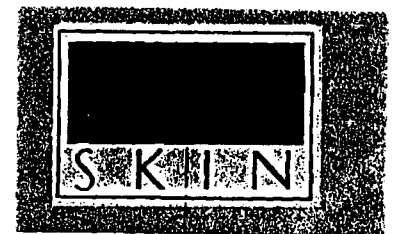
ply to clean skin at bedtime.

133450



UPC #

22700-63826



White Drop Out  
Extends 3/64" Beyond  
Silver Rule

Question 2(a)

Clarion

*Alcohol Free  
Toner*

7 Fl. oz.

Clarion

*Alcohol Free  
Toner*

This soothing, natural herb toner gently removes hidden dirt, without drying. Contains no alcohol or harsh ingredients. The UltraPure formula is so gentle, it leaves even dry, sensitive skin feeling soft, wonderfully toned. Prepares skin for better moisturizing and make-up application.  
TO USE: After cleansing, smooth over face with cotton puff.

INGREDIENTS: WATER, METHYL GLUCETH-20, POLYSORBATE 20, PEG-6 CAPRYLIC/CAPRIC GLYCERIDES, PHENOXYETHANOL, GLYCERIN, DIAZOLIDINYL UREA, PENTADECALACTONE, NIACINAMIDE, INOSITOL, D-ARABOHXULOSE, COLLAGEN, PLANTAIN EXTRACT, ELDER FLOWER EXTRACT, UREA, CALENDULA EXTRACT, SAGE EXTRACT, CRANE'S BILL EXTRACT, GINSENG ROOT EXTRACT, SODIUM P.C.A., SODIUM LACTATE, HORSETAIL EXTRACT, SODIUM BENZOATE, COMFREY EXTRACT, WILD HONEY, LACTIC ACID, VIOLET 2, RED 33.

UltraPure is a registered trademark of the Noxell Corporation.

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11050 York Rd., Hunt Valley, MD  
21030-2098 • U.S.A.

103080

**Clarion**  
**Oil Free**  
**Moisturizer**

With Sun Protector SPF 4

For normal to oily skin

*This lightweight UltraPure formula provides the pure moisture skin needs without adding oil. Helps increase and maintain skin smoothness, elasticity, while it helps protect skin from the damaging effects of the sun. Won't clog pores. Let's skin breathe free. Absorbs instantly, leaving your complexion softer, fresher, more protected.*

**TO USE:** After cleansing and toning, smooth over face and throat. Wear alone or under make-up.

**IMPORTANT:** IF SUNSCREENS IRRITATE YOUR FACIAL SKIN, USE THE CLARION OIL-FREE MOISTURIZER WITHOUT SUN PROTECTOR.

**CAUTION:** FOR EXTERNAL USE ONLY. AVOID CONTACT WITH EYES. DISCONTINUE USE IF SIGNS OF IRRITATION OR RASH APPEAR.

**Noxell**  
11055 YORK RD.  
HART VALLEY, MD  
INCORPORATION 21036-2098 U.S.A.

UltraPure® is a  
registered trademark of  
Noxell Corporation.

Clarion skin care has been scientifically researched and developed by Noxell, skin care specialists since 1917. Every Clarion UltraPure formula is fragrance free, sensitivity tested, hypo-allergenic and non-comedogenic (won't clog pores). Extensive clinical tests prove that Clarion products are so gentle all women can use them with confidence.

Clarion helps you choose the products that are best for your skin. While your skin type may be generally classified as normal to oily, consult our beauty computer to help determine how factors such as age, heredity and sun exposure may affect which products are exactly right for you.

**Clarion**

**Oil Free**  
**Moisturizer**

With Sun Protector SPF 4

Adds moisture without oil

Light, non-clogging

UltraPure® • Fragrance Free  
Sensitivity Tested

3 Fl. Oz.

ACTIVE INGREDIENT: ETHYLHEXYL  
p-METHOXYCINNAMATE 3.5%  
ALSO CONTAINS: BUTYLENE GLY-  
COL, CETYL ALCOHOL, CHOLETH-  
24, CYCLOMETHICONE, DIAZOLIDI-  
NYL UREA, DIISOPROPYL DI-  
MERATE, DISODIUM EDTA, GLYC-  
ERYL STEARATE, HYDROLYZED  
ELASTIN, LINOLEIC ACID, MAG-  
NESIUM ALUMINUM SILICATE,  
METHYL GLUCETH-20 SESQUISTE-  
ARATE, METHYL GLUCOSE SES-  
QUISTEARATE, METHYL PARABEN,  
OCTYL HYDROXYSTEARATE, OCTYL  
ISONONANOATE, PEG-40 STEA-  
RATE, POLYSORBATE 60, PRO-  
PYLPARABEN, SODIUM HYALU-  
RONATE, SOLUBLE COLLAGEN,  
TOCOPHERYL ACETATE, WATER,  
XANTHAN GUM



09

UltraPure® /Fragrance Free  
Sensitivity Tested

### Clarion Skin

#### Nourishing Moisturizer For Normal to Dry Skin

This rich non-greasy lotion absorbs easily. Nourishes drier skin with the essential moisture it needs. The UltraPure formula, enriched with soluble collagen and elastin, helps increase skin smoothness and elasticity. Leaves skin feeling silkier, smoother, younger looking. Won't clog pores.

**To Use:** Apply to clean skin. Massage into face and throat daily. Perfect alone or under make-up.

Clarion skin care has been scientifically researched and developed by Noxell, skin care specialists since 1917. Every Clarion UltraPure formula is fragrance free, irritant free and sensitivity tested. Extensive clinical tests prove that Clarion products are so gentle you can use them with confidence.

Clarion helps you choose the products that are best for your skin. While your skin type may be generally classified as normal to dry, consult our beauty computer to help determine how factors such as age, heredity and sun exposure may affect which products are exactly right for you.



## NOURISHING MOISTURIZER

Adds Essential Moisture  
Leaves Skin Soft, Smooth

INGREDIENTS: WATER, MINERAL OIL, CYCLOMETHICONE, DIISOPROPYL DIMERATE, CETYL ALCOHOL, GLYCERIN, PETROLATUM, STEARETH-20, HYDROLYZED ELASTIN, SOLUBLE COLLAGEN, LINOLEIC ACID, SODIUM HYALURONATE, STEARETH-2, MAGNESIUM ALUMINUM SILICATE, DIMETHICONE, TOCOPHERYL ACETATE, DISODIUM OLEAMIDO PEG-2 SULFOSUCINATE, METHYL GLUCOSE SESQUITEARATE, METHYL GLUCETH-20 SESQUITEARATE, CHOLETH-24, XANTHAN GUM, DIAZOLIDINYL UREA, METHYLPARABEN, PROPYL PARABEN, DISODIUM EDTA.

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NOXELL CORPORATION  
Hunt Valley, MD 21030-2098

3 Fl. Oz.



133330

UPC #

22700-63793



White Drop Out  
Extends 3/64" Beyond  
Silver Rule

Question 2(a)

UltraPure® / Fragrance Free  
Sensitivity Tested

#### Clarion Skin

Oil-Free Moisturizer  
For Normal to Oily Skin

This lightweight UltraPure formula provides the pure moisture skin needs without adding oil. Absorbs instantly, leaving your complexion softer, smoother, fresher looking. Won't clog pores. Helps increase and maintain skin smoothness and elasticity.

**To Use:** Apply to clean skin. Massage into face and throat daily. Perfect alone or under make-up.

Clarion skin care has been scientifically researched and developed by Noxell, skin care specialists since 1917. Every Clarion UltraPure formula is fragrance free, irritant free and sensitivity tested. Extensive clinical tests prove that Clarion products are so gentle you can use them with confidence.

Clarion helps you choose the products that are best for your skin. While your skin type may be generally classified as normal to oily, consult our beauty computer to help determine how factors such as age, heredity and sun exposure may affect which products are exactly right for you.



## OIL-FREE MOISTURIZER

Adds Moisture Without Oil

Light, Non-Clogging

3 Fl. Oz.

INGREDIENTS: WATER, CYCLOMETH-  
ICONE, OCTYL ISONONANOATE,  
BUTYLENE GLYCOL, GLYCERYL  
STEARATE, CETYL ALCOHOL, DIIS-  
OPROPYL DIMERATE, OCTYL HY-  
DROXYSTEARATE, SODIUM HYA-  
LURONATE, HYDROLYZED ELASTIN,  
SOLUBLE COLLAGEN, TOCOPHERYL  
ACETATE, LINOLEIC ACID, METHYL  
GLUCETH-20 SESQUISTEARATE,  
PEG-40 STEARATE, METHYL GLU-  
COSC SESQUISTEARATE, CHOLETH-  
24, MAGNESIUM ALUMINUM SILI-  
CATE, POLYSORBATE 60, DIAZO-  
LIDINYL UREA, XANTHAN GUM,  
METHYL PARABEN, PROPYL PARA-  
BEN, DISODIUM EDTA.

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Hunt Valley, MD 21030-2098



White Drop Out  
Extends 3/64" Beyond  
Silver Rule



133310

Question 2(a)

UltraPure® /Fragrance Free  
Sensitivity Tested



**PROTECTIVE  
MOISTURIZER**  
with Sun Protector SPF 6

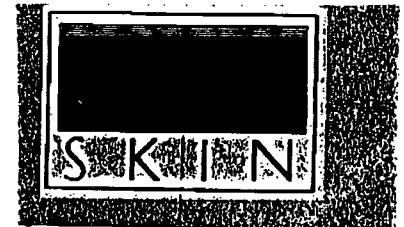
Helps Prevent Premature Aging  
Adds Moisture Without Oil

3 Fl. Oz.

ACTIVE INGREDIENT: ETHYLHEXYL  
p-METHOXYCINNAMATE 4.0%. ALSO  
CONTAINS: BUTYLENE GLYCOL, CE-  
TYL ALCOHOL, CHOLETH-24, CY-  
CLOMETHICONE, DIAZOLIDINYL  
UREA, DIISOPROPYL DIMERATE,  
DISODIUM EDTA, GLYCERYL STEAR-  
ATE, HYDROLYZED ELASTIN, LIN-  
OLEIC ACID, MAGNESIUM ALUM-  
INUM SILICATE, METHYL GLUCETH-  
20 SESQUISTEARATE, METHYL GLU-  
COSE SESQUISTEARATE, METHYL-  
PARABEN, OCTYL HYDROXYSTEAR-  
ATE, OCTYL ISONONANOATE, PEG-  
40 STEARATE, POLYSORBATE 60,  
PROPYLPARABEN, SODIUM HYALU-  
RONATE, SOLUBLE COLLAGEN,  
TOCOPHERYL ACETATE, WATER,  
XANTHAN GUM.

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Hunt Valley, MD 21030-2098



White Drop Out  
Extends 3/64" Beyond  
Silver Rule

Question 2(a)

**Clarion Skin**

**Protective Moisturizer**  
**Sun Protector SPF6**  
**PABA-Free**  
**For All Skin Types**

Clarion Protective Moisturizer provides the oil-free moisture skin needs while offering PABA-free sun protection. This light-weight UltraPure formula absorbs instantly without clogging pores, leaving your complexion softer, fresher, more protected.

The liberal and regular use of Clarion Protective Moisturizer will help shield your skin from overexposure to the sun, which may lead to premature aging.

**To Use:** Apply to clean skin. Massage into face and throat daily. Perfect alone or under make-up.

**CAUTION:** For external use only. Avoid contact with eyes. Discontinue use if signs of irritation or rash appear.

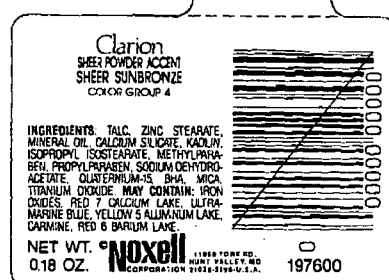
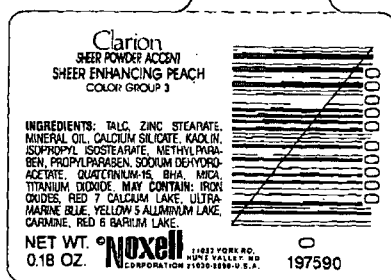
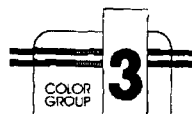
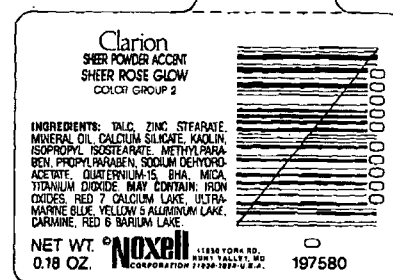
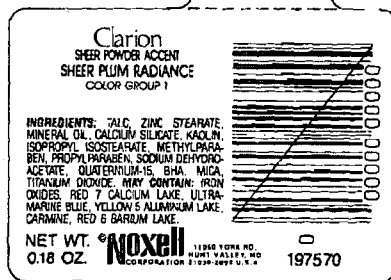
Clarion skin care has been scientifically researched and developed by Noxell, skin care specialists since 1917. Every Clarion UltraPure formula is fragrance free, irritant free and sensitivity tested. Extensive clinical tests prove that Clarion products are so gentle you can use them with confidence.

Clarion helps you choose the products that are best for your skin. Consult our beauty computer to help determine how factors such as age, heredity and sun exposure may affect which products are exactly right for you.

133320



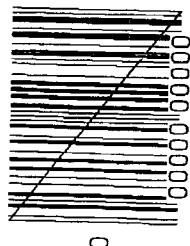
Question 2(a)



1

**Clarion**  
ENHANCING BLUSH DUO  
AUTUMN DAWN

INGREDIENTS: TALC, ZINC STEARATE,  
MINERAL OIL, CALCIUM SILICATE,  
KAOLIN, ISOPROPYL ISOSTEARATE,  
METHYLPARABEN, PROPYLPARABEN,  
SODIUM DEHYDROACETATE, QUATER-  
NIUM-15,BHA,MICA,TITANIUM DIOXIDE.  
MAY CONTAIN: IRON OXIDES, RED 7  
CALCIUM LAKE, ULTRAMARINE BLUE,  
YELLOW 5 ALUMINUM LAKE, CAR-  
MINE, RED 6 BARIUM LAKE.



NET WT.  
0.14 OZ.

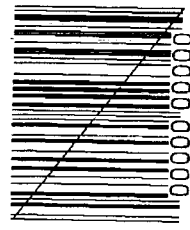
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HUNT VALLEY, MD  
CORPORATION 21039-2099 U.S.A.

199530

2

**Clarion**  
ENHANCING BLUSH DUO  
SUNSET IN AUTUMN

INGREDIENTS: TALC, ZINC STEARATE,  
MINERAL OIL, CALCIUM SILICATE,  
KAOLIN, ISOPROPYL ISOSTEARATE,  
METHYLPARABEN, PROPYLPARABEN,  
SODIUM DEHYDROACETATE, QUATER-  
NIUM-15,BHA,MICA,TITANIUM DIOXIDE.  
MAY CONTAIN: IRON OXIDES, RED 7  
CALCIUM LAKE, ULTRAMARINE BLUE,  
YELLOW 5 ALUMINUM LAKE, CAR-  
MINE, RED 6 BARIUM LAKE.



NET WT.  
0.14 OZ.

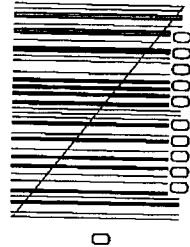
DISTRIBUTED BY  
**Noxell**  
11850 YORK RD.  
HUNT VALLEY, MD  
CORPORATION 21039-2099 U.S.A.

199540

3

**Clarion**  
ENHANCING BLUSH DUO  
AUTUMN FOLIAGE

INGREDIENTS: TALC, ZINC STEARATE,  
MINERAL OIL, CALCIUM SILICATE,  
KAOLIN, ISOPROPYL ISOSTEARATE,  
METHYLPARABEN, PROPYLPARABEN,  
SODIUM DEHYDROACETATE, QUATER-  
NIUM-15,BHA,MICA,TITANIUM DIOXIDE.  
MAY CONTAIN: IRON OXIDES, RED 7  
CALCIUM LAKE, ULTRAMARINE BLUE,  
YELLOW 5 ALUMINUM LAKE, CAR-  
MINE, RED 6 BARIUM LAKE.



NET WT.  
0.14 OZ.

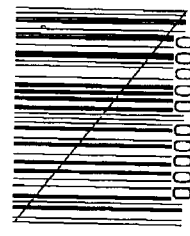
DISTRIBUTED BY  
**Noxell**  
11850 YORK RD.  
HUNT VALLEY, MD  
CORPORATION 21039-2099 U.S.A.

199560

4

**Clarion**  
ENHANCING BLUSH DUO  
AUTUMN HARVEST

INGREDIENTS: TALC, ZINC STEARATE,  
MINERAL OIL, CALCIUM SILICATE,  
KAOLIN, ISOPROPYL ISOSTEARATE,  
METHYLPARABEN, PROPYLPARABEN,  
SODIUM DEHYDROACETATE, QUATER-  
NIUM-15,BHA,MICA,TITANIUM DIOXIDE.  
MAY CONTAIN: IRON OXIDES, RED 7  
CALCIUM LAKE, ULTRAMARINE BLUE,  
YELLOW 5 ALUMINUM LAKE, CAR-  
MINE, RED 6 BARIUM LAKE.



NET WT.  
0.14 OZ.

DISTRIBUTED BY  
**Noxell**  
11850 YORK RD.  
HUNT VALLEY, MD  
CORPORATION 21039-2099 U.S.A.

199570

SHADE  
Autumn Dawn  
Sunset In Autumn  
Autumn Foliage  
Autumn Harvest

UPC #  
22700-64022  
22700-64022  
22700-64022  
22700-64022

# Schedule 5

This schedule is in response to Question 5.

## EMERGENCY ACTION ON REGULATIONS

8-33

Please print or type with ELITE type (12 characters per inch).

EPA No. 13365-KX  
Form Approved OMB No. 158-000-X

<b>EPA</b>		<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>		<b>HAZARDOUS WASTE REPORT</b>	
PLEASE PLACE LABEL IN THIS SPACE		<b>I. TYPE OF HAZARDOUS WASTE REPORT</b>			
		<b>TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY</b>			
		THIS REPORT IS FOR THE YEAR ENDING DEC. 31. 1 98 1			
		<b>TYPE B: RESERVED</b>			
		<b>TYPE C: RESERVED</b>			
<p><b>INSTRUCTIONS:</b> You may have received a preprinted label attached to the front of this pamphlet; affix it in the designated space above-left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Sections II, III, and IV below blank. If you did not receive a preprinted label, complete all sections. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of. Please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3002, 3004 of the Resource Conservation and Recovery Act).</p>					
<b>II. INSTALLATION'S EPA I.D. NUMBER</b>					
F M D 0 0 0 3 0 8 2 9 9 7 1					
<b>III. NAME OF INSTALLATION</b>					
N O X E L L C O R P O R A T I O N					
<b>IV. INSTALLATION MAILING ADDRESS</b>					
STREET OR P.O. BOX					
3 P O B O X 1 7 9 9					
CITY OR TOWN					
B A L T I M O R E					
ST. ZIP CODE					
M D 2 1 2 0 3					
<b>V. LOCATION OF INSTALLATION</b>					
STREET OR ROUTE NUMBER					
5 1 1 0 5 0 Y O R K R O A D					
CITY OR TOWN					
C O C K E Y S V I L L E					
ST. ZIP CODE					
M D 2 1 0 3 0					
<b>VI. INSTALLATION CONTACT</b>					
NAME (last and first)					
2 B E V E R U N G E N W A Y N E					
PHONE NO. (area code & no.)					
3 0 1 - 6 2 2 - 4 3 0 2					
<b>VII. TRANSPORTATION SERVICES USED (for Type A reports only)</b>					
List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.					
MDD990686370					
<b>VIII. CERTIFICATION</b>					
<p>I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.</p>					
WAYNE BEVERUNGEN		Wayne Beverungen		10-4-82	
A. PRINT OR TYPE NAME		B. SIGNATURE		C. DATE SIGNED	

EPA Form 13365-13 (3-80)

PAGE 1 OF 3

5-34

## EMERGENCY ACTION ON REGULATIONS

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345-XX  
Form Approved OMB No. 155-000XX

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE REPORT (continued)**  
(Collected under the authority of Section 1005 of RCRA.)

**FOR OFFICIAL USE ONLY** (Items 1 and 2)

**1. DATE RECEIVED**

**2. TYPE OF REPORT**

**IX. GENERATOR'S EPA I.D. NUMBER**

**XI. FACILITY NAME (specify)** **AMERICAN RECOVERY**

**XII. FACILITY ADDRESS (specify street or P.O. box no., city, state, & zip code)** **1901 BIRCH STREET  
CURTIS BAY, MD 21122**

**X. FACILITY'S EPA I.D. NUMBER**

**XIII. WASTE IDENTIFICATION**

A. WASTE DESCRIPTION				B.		C.	
1. GENERATOR'S DESCRIPTION OF WASTE	2. DOT HAZARD CLASS	3. EPA HAZARDOUS WASTE NUMBER (see Instructions)	AMOUNT OF WASTE	UNIT OF MEASURE (see Instructions)	4.	5.	6.
1 FLAMMABLE LIQUID	07	1993	1147	G			
2 CORROSIVE LIQUID	02	1760	140	G			
3 POISON "B" LIQUID N.O.S.	15	2810	55	G			
4 OXIDIZERS N.O.I.	13	1479	150	G			
5 SODIUM HYDROXIDE	02	1824	50	G			
6 1,1,1, TRICHLOROTHANE	-	2831	250	G			
7 WASTE ACETONE	07	1090	2860	G			
8 WASTE ACETONE	07	1090	9000	P			
9							
10							
11							
12							

**XIV. COMMENTS (enter information by line number - see Instructions)**

ORIGINAL  
(RED)

1966  
LAB  
OPERATIONS  
BUILT AT  
TRUST JAW  
LEAKING →

EPA Form 8700-13A (2-80)

PAGE 2 OF 3



### Question 5

PAGE 3 OF 3

## EMERGENCY RESPONSE ON REGULATIONS

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345-NX  
Form Approved OMB No. 158-R00XX

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE REPORT**

PLEASE PLACE LABEL IN THIS SPACE

**I. TYPE OF HAZARDOUS WASTE REPORT**  
TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY  
THIS REPORT IS FOR THE YEAR ENDING DEC. 31, 1982  
TYPE B: RESERVED  
TYPE C: RESERVED

**II. INSTALLATION'S EPA I.D. NUMBER**  
FMD064375470

**III. NAME OF INSTALLATION**  
NOXELL CORPORATION

**IV. INSTALLATION MAILING ADDRESS**  
STREET OR P.O. BOX  
3 POST OFFICE BOX 1799  
CITY OR TOWN ST. ZIP CODE  
BALTIMORE MD 21203

**V. LOCATION OF INSTALLATION**  
STREET OR ROUTE NUMBER  
11050 YORK ROAD  
CITY OR TOWN ST. ZIP CODE  
OCKEYSVILLE MD 21030

**VI. INSTALLATION CONTACT**  
NAME (last and first) PHONE NO. (area code & no.)  
2 BEVERUNGER WAYNE 301-628-7302

**VII. TRANSPORTATION SERVICES USED (for Type A reports only)**  
List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.  
PAD064375470 - Delaware Container Corporation

**VIII. CERTIFICATION**  
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

WAYNE BEVERUNGER Wayne Beverunger 2/28/83  
A. PRINT OR TYPE NAME B. SIGNATURE C. DATE SIGNED

EPA Form 3700-13 (2-82)

PAGE 1 OF 12

Question 5

## EMERGENCY ACTION ON REGULATIONS

Please print or type with ELITE type (12 characters per inch).

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
HAZARDOUS WASTE REPORT (continued)  
(Collected under the authority of Section 3003 of RCRA.)

GSA No. 12345-XX  
Form Approved OMB No. 136-R00XX

FOR OFFICIAL USE ONLY (Items 1 and 2)

1. DATE RECEIVED

2. TYPE OF REPORT

IX. GENERATOR'S EPA ID. NUMBER  
GA DD0003082997

XI. FACILITY NAME (specify)

XII. FACILITY ADDRESS (specify street or P.O. box no., city, state, & zip code)  
WEST 11th AVE. & VALLEY RD  
COATESVILLE, PA  
19330

X. FACILITY'S EPA ID. NUMBER  
PA DD064375470

XIII. WASTE IDENTIFICATION

A. WASTE DESCRIPTION

LINE NUMBER	1. GENERATOR'S DESCRIPTION OF WASTE	2. DOT HAZARD CLASS	3. EPA HAZARDOUS WASTE NUMBER (see instructions)	4. AMOUNT OF WASTE	5. UNIT OF MEASURE (see instructions)
1	WASTE ENAMEL PAINTS RELATED	07	2001	4840	P
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

XIV. COMMENTS (enter information by line number - see instructions)

EPA Form 8700-13A (2-80)

PAGE 2 OF 12

Question 5

## EMERGENCY ACTION ON REGULATIONS

S-33

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345-XX  
Form Approved OMB No. 150-R00XX

<b>EPA</b> U.S. ENVIRONMENTAL PROTECTION AGENCY <b>HAZARDOUS WASTE REPORT</b>  PLEASE PLACE LABEL IN THIS SPACE	<b>I. TYPE OF HAZARDOUS WASTE REPORT</b> <b>TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY</b> THIS REPORT IS FOR THE YEAR ENDING DEC. 31: <b>1982</b>	
	<b>TYPE B: RESERVED</b>	
	<b>TYPE C: RESERVED</b>	

**INSTRUCTIONS:** You may have received a preprinted label attached to the front of this pamphlet; affix it in the designated space above-left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Sections II, III, and IV below blank. If you did not receive a preprinted label, complete all sections. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of. Please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3003/3004 of the Resource Conservation and Recovery Act).

**II. INSTALLATION'S EPA I.D. NUMBER**  
 FHDD0003082997

**III. NAME OF INSTALLATION**  
 NOVELL CORPORATION

**IV. INSTALLATION MAILING ADDRESS**  
 STREET OR P.O. BOX  
 POST OFFICE BOX 1799  
 CITY OR TOWN  
 BALTIMORE ST. ZIP CODE  
 MD21203

**V. LOCATION OF INSTALLATION**  
 STREET OR ROUTE NUMBER  
 11050 YORK ROAD  
 CITY OR TOWN  
 COCKEYSVILLE ST. ZIP CODE  
 MD21030

**VI. INSTALLATION CONTACT**  
 NAME (last and first)  
 BEVERUNGEN WAYNE  
 PHONE NO. (area code & no.)  
 301-628-4302

**VII. TRANSPORTATION SERVICES USED (for Type A reports only)**  
 List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.  
 PAD098732118 - INDUSTRIAL SOLVENT CHEMICAL CO.

**VIII. CERTIFICATION**  
 I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

WAYNE BEVERUNGEN  
 A. PRINT OR TYPE NAME  
 Wayne Beverungen  
 B. SIGNATURE  
 2/29/83  
 C. DATE SIGNED

EPA Form 8700-10 (2-80)

PAGE 3 OF 12

S-34

## EMERGENCY ACTION ON REGULATIONS

Question 5

Please PRINT or TYPE with ELITE type (12 characters per inch)

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE REPORT (continued)**  
 (Collected under the authority of Section 1003 of RCRA.)

USE No. 12345-XX  
 Form Approved GSA No. 158-A00XX

**FOR OFFICIAL USE ONLY** (Items 1 and 2)

1. DATE RECEIVED: [ ]-[ ]-[ ]-[ ]-[ ]-[ ]

2. TYPE OF REPORT: [ ]

IX. GENERATOR'S EPA I.D. NUMBER: **GMDD0030829971**

XI. FACILITY NAME (specify): **INDUSTRIAL SOLVENT CHEMICAL COMPANY**

XII. FACILITY ADDRESS (specify street or P.O. box no., city, state, & zip code): **Post Office Box 158, EMIGSWILLE, PA 17318**

X. FACILITY'S EPA I.D. NUMBER: **PA00987331118**

XIII. WASTE IDENTIFICATION

LINE NUMBER	A. WASTE DESCRIPTION			B. AMOUNT OF WASTE	C. UNIT OF MEASURE (enter code)
	1. GENERATOR'S DESCRIPTION OF WASTE	2. DOT HAZARD CLASS	3. EPA HAZARDOUS WASTE NUMBER (see instructions)		
1	ISOPROPANOL	07	2007	1400	7
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

XIV. COMMENTS (enter information by line number - see instructions)

EPA Form 8700-12A (3-00)

PAGE 4 of 12

Question 5

## EMERGENCY ACTION ON REGULATION

9-33

Please print or type with ELITE type (12 characters per inch).

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE REPORT**

1 No. 12345-XX  
Form Approved GMS No. 158-R00XX

**I. TYPE OF HAZARDOUS WASTE REPORT**  
TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY  
THIS REPORT IS FOR THE YEAR ENDING DEC. 31, 1982  
TYPE B: RESERVED  
TYPE C: RESERVED

PLEASE PLACE LABEL IN THIS SPACE

INSTRUCTIONS: You may have received a preprinted label attached to the front of this pamphlet; affix it in the designated space above-left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Sections II, III, and IV below blank. If you did not receive a preprinted label, complete all sections. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of. Please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3002/3006 of the Resource Conservation and Recovery Act).

II. INSTALLATION'S EPA I.D. NUMBER  
FMD00030829971

III. NAME OF INSTALLATION  
NOVELL CORPORATION

IV. INSTALLATION MAILING ADDRESS  
STREET OR P.O. BOX  
3 POST OFFICE BOX 1799  
CITY OR TOWN  
BALTIMORE ST. ZIP CODE  
MD 21303

V. LOCATION OF INSTALLATION  
STREET OR ROUTE NUMBER  
511050 YORK ROAD  
CITY OR TOWN  
ROCKEYVILLE ST. ZIP CODE  
MD 21030

VI. INSTALLATION CONTACT  
NAME (last and first)  
BEVERUNGEN WAYNE PHONE NO. (area code & no.)  
301-628-4302

VII. TRANSPORTATION SERVICES USED (for Type A reports only)  
List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.

PAD046548756 - MAT LACK

VIII. CERTIFICATION  
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

WAYNE BEVERUNGEN Wayne Beverungen 2/28/83  
A. PRINT OR TYPE NAME B. SIGNATURE C. DATE SIGNED

EPA Form 2756-13 (2-82)

PAGE 5 OF 12

S-34

## EMERGENCY ACTION ON REGULATIONS

Question 5

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345-XX  
Form Approved OMB No. 155-000XX

**EPA** U.S. ENVIRONMENTAL PROTECTION AGENCY  
**HAZARDOUS WASTE REPORT (continued)**  
(Collected under the authority of Section 3003 of RCRA.)

**FOR OFFICIAL USE ONLY** (Forms 1 and 2)

**I. DATE RECEIVED**

**II. TYPE OF REPORT**

**IX. GENERATOR'S EPA I.D. NUMBER**

**XI. FACILITY NAME (specify)**

**XII. FACILITY ADDRESS (specify street or P.O. box no. city, state, & zip code)**

**X. FACILITY'S EPA I.D. NUMBER**

**XIII. WASTE IDENTIFICATION**

**A. WASTE DESCRIPTION**

LINE NUMBER	1. GENERATOR'S DESCRIPTION OF WASTE	2. DOT HAZ. CLASS	3. EPA HAZARDOUS WASTE NUMBER (see instructions)	B. AMOUNT OF WASTE		C. UNIT OF MEASURE (see instructions)
				QUANTITY	WEIGHT	
1	WASTE ENAMEL	07	2001	10335	P	
2	WASTE ALCOHOL	07	2001	3675	P	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

**XIV. COMMENTS (enter information by line number - see instructions)**

EPA Form 8700-13A (2-80)

PAGE 6 OF 12

## EMERGENCY ACTION ON REGULATIONS

Please print or type with ELITE type (12 characters per inch).

GSA No. 12145-XX  
Form Approved OMB No. 158-000XX

<b>EPA</b> U.S. ENVIRONMENTAL PROTECTION AGENCY <b>HAZARDOUS WASTE REPORT</b>	<b>I. TYPE OF HAZARDOUS WASTE REPORT</b> <b>TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY</b>
PLEASE PLACE LABEL IN THIS SPACE	THIS REPORT IS FOR THE YEAR ENDING DEC. 31, <b>1982</b> <b>TYPE B: RESERVED</b> <b>TYPE C: RESERVED</b>

**INSTRUCTIONS:** You may have received a preprinted label attached to the front of this pamphlet; affix it in the designated space above-left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Sections II, III, and IV below blank. If you did not receive a preprinted label, complete all sections. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of. Please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3002/3004 of the Resource Conservation and Recovery Act).

**II. INSTALLATION'S EPA I.D. NUMBER**  
**EMDD0030829971**

**III. NAME OF INSTALLATION**  
**NOXELL CORPORATION**

**IV. INSTALLATION MAILING ADDRESS**  
 STREET OR P.O. BOX  
**3 POST OFFICE BOX 11799**  
 CITY OR TOWN  
**BALTIMORE** ST. ZIP CODE  
**MD 21203**

**V. LOCATION OF INSTALLATION**  
 STREET OR ROUTE NUMBER  
**811050 YORK ROAD**  
 CITY OR TOWN  
**COCKENSVILLE** ST. ZIP CODE  
**MD 21030**

**VI. INSTALLATION CONTACT**  
 NAME (last and first)  
**BEVERUNGEN WAYNE** PHONE NO. (area code & no.)  
**301-628-4302**

**VII. TRANSPORTATION SERVICES USED (For Type A reports only)**  
 List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.

**NSDD053288239 - ROLLINS ENVIRONMENTAL SERVICES, INC**  
**NSDD071629976 - S.J. TRANSPORT COMPANY**

**VIII. CERTIFICATION**  
 I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

**WAYNE BEVERUNGEN** *Wayne Beverungen* **2/28/83**  
 A. PRINT OR TYPE NAME B. SIGNATURE C. DATE SIGNED

EPA Form 6700-12 (5-82)

PAGE 7 OF 12



## EMERGENCY ACTION ON REGULATIONS

### Question 5

**U.S. Form 8700-12A (2-60)**

PAGE 8 OF 12

## EMERGENCY ACTION ON REGULATIONS

Question 5

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345 XX  
Form Approved OMB No. 155-AD00X

<b>EPA</b> U.S. ENVIRONMENTAL PROTECTION AGENCY HAZARDOUS WASTE REPORT		<b>I. TYPE OF HAZARDOUS WASTE REPORT</b> TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY THIS REPORT IS FOR THE YEAR ENDING DEC. 31, 1982 TYPE B: RESERVED TYPE C: RESERVED	
PLEASE PLACE LABEL IN THIS SPACE			
INSTRUCTIONS: You may have received a preprinted label attached to the front of this permit; affix it in the designated space above-left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Sections II, III, and IV below blank. If you did not receive a preprinted label, complete all sections. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of. Please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3002/3004 of the Resource Conservation and Recovery Act).			
<b>II. INSTALLATION'S EPA I.D. NUMBER</b> FMDD003082997-1			
<b>III. NAME OF INSTALLATION</b> NOXELL CORPORATION			
<b>IV. INSTALLATION MAILING ADDRESS</b> STREET OR P.O. BOX 3705T OFFICE BOX 1749 CITY OR TOWN BALTIMORE MD 21203			
<b>V. LOCATION OF INSTALLATION</b> STREET OR ROUTE NUMBER 511 CEN YORK ROAD CITY OR TOWN ROCKEYSVILLE MD 21150			
<b>VI. INSTALLATION CONTACT</b> NAME (last and first) BEVERUNGEN WAYNE PHONE NO. (area code & no.) 301-628-4302			
<b>VII. TRANSPORTATION SERVICES USED (for Type A reports only)</b> List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report. MDD074923392 - AMERICAN RECOVERY			
<b>VIII. CERTIFICATION</b> I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.			
WAYNE BEVERUNGEN A. PRINT OR TYPE NAME		Wayne Beverungen B. SIGNATURE	
		2/28/83 C. DATE SIGNED	

EPA Form 6700-12 (2-83)

PAGE 9 OF 12

9-34

## EMERGENCY ACTION ON REGULATIONS

Question 5

Please print or type with ELITE type (12 characters per inch).

EPA No. 12345-XX  
Form Approved OMB No. 155-R00XX

EPA		U.S. ENVIRONMENTAL PROTECTION AGENCY HAZARDOUS WASTE REPORT (continued) (Collected under the authority of Section 1002 of RCRA.)			
FOR OFFICIAL USE ONLY (Items 1 and 2)		1. DATE RECEIVED	IX. GENERATOR'S EPA I.D. NUMBER		
		2. TYPE OF REPORT	GMDD0030829971		
XI. FACILITY NAME (specify)		XII. FACILITY ADDRESS (specify street or P.O. box no., city, state, & zip code)			
X. FACILITY'S EPA I.D. NUMBER		AMERICAN RECOVERY COMPANY, INC.			
ADD074923392		1901 BIRCH STREET BALTIMORE, MD 21226			
XIII. WASTE IDENTIFICATION					
A. WASTE DESCRIPTION					
LINE NUMBER	1. GENERATOR'S DESCRIPTION OF WASTE	2. DOT HAZ. CLASS	3. EPA HAZARDOUS WASTE NUMBER (see instructions)	B. AMOUNT OF WASTE	C. UNIT OF MEASURE (enter code)
1	MIXED CHEMICAL LIQUIDS	07	P001	780	P
2	MIXED CHEMICAL LIQUIDS	07	P001	50	G
3	WASTE ACETONE	07	P003	3740	G
4	WASTE ALCOHOL	07	P001	220	G
5	1,1,1, TRICHLOROETHANE	12	P001	275	G
6					
7					
8					
9					
10					
11					
12					
XIV. COMMENTS (enter information by line number -- see instructions)					

→  
PARTS  
WAS  
IN 1/2  
NO LONGER  
USED.

EPA Form 8700-13A (8-89)

PAGE 10 OF 12

Question 5

## EMERGENCY ACTION ON REGULATIONS

Print or type with ELITE type (12 characters per inch).

GSA No. 12245-X  
Form Approved OMB No. 158-000X

<b>EPA</b> U.S. ENVIRONMENTAL PROTECTION AGENCY <b>HAZARDOUS WASTE REPORT</b>  PLEASE PLACE LABEL IN THIS SPACE	<b>I. TYPE OF HAZARDOUS WASTE REPORT</b> <b>TYPE A: GENERATOR - OFF-SITE SHIPMENTS ONLY</b>	
	THIS REPORT IS FOR THE YEAR ENDING DEC. 31, <b>1982</b>	
	<b>TYPE B: RESERVED</b>	
	<b>TYPE C: RESERVED</b>	

**INSTRUCTIONS:** You may have received a preprinted label attached to the front of this pamphlet. If it is in the designated space above-right, if any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and hazardous waste is generated, treated, stored and/or disposed of, please refer to the specific instructions for generators or facilities before completing this form. The information requested herein is required by law (Section 3002, 3004 of the Resource Conservation and Recovery Act).

**II. INSTALLATION'S EPA I.D. NUMBER**  
**EMDD003082997**

**III. NAME OF INSTALLATION**  
**NOVELL CORPORATION**

**IV. INSTALLATION MAILING ADDRESS**  
 STREET OR P.O. BOX  
**POST OFFICE BOX 1799**  
 CITY OR TOWN  
**BALTIMORE** ST. ZIP CODE  
**MD21203**

**V. LOCATION OF INSTALLATION**  
 STREET OR ROUTE NUMBER  
**17150 YORK ROAD**  
 CITY OR TOWN  
**COCKEYSVILLE** ST. ZIP CODE  
**MD21030**

**VI. INSTALLATION CONTACT**  
 NAME (last and first)  
**BEVERNGEN WAYNE** PHONE NO. (area code & no.)  
**301-628-7302**

**VII. TRANSPORTATION SERVICES USED (for Type A reports only)**  
 List the EPA Identification Numbers for those transporters whose services were used during the reporting year represented by this report.  
  
**MDD990686370 - GERBER TRASH REMOVAL**

**VIII. CERTIFICATION**  
 I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

**WAYNE BEVERNGEN** *Wayne Beverngen* **2/28/83**  
 A. PRINT OR TYPE NAME B. SIGNATURE C. DATE SIGNED

EPA Form 8700-15 (2-82)

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**S-34**

## EMERGENCY ACTION ON REGULATIONS

### Question 5

Please print or type with ELITE type (12 characters per inch).

GSA No. 12345-X  
Form Approved O.M.

30XX

EPA U.S. ENVIRONMENTAL PROTECTION AGENCY  
HAZARDOUS WASTE REPORT (continued)  
(Collected under the authority of Section 3002 of RCRA.)

FOR OFFICIAL USE ONLY (Items I and II)

I. DATE RECEIVED

II. GENERATOR'S EPA I.D. NUMBER

III. TYPE OF REPORT

XI. FACILITY NAME (identify)

XII. FACILITY ADDRESS (Specify street or P.O. box no., city, state, & zip code)

X. FACILITY'S EPA I.D. NUMBER

T. LAUCHESTER CORP. HONEYBROOK, PA

XIII. WASTE IDENTIFICATION

A. WASTE DESCRIPTION

LINE NUMBER	I. GENERATOR'S DESCRIPTION OF WASTE	II. DOT HAZARD CLASS	III. EPA HAZARDOUS WASTE NUMBER (and instructions)	IV. AMOUNT OF WASTE	V. UNIT OF MEASURE
1	WASTE ASBESTOS ORM-C		4013		15 Y
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

XIV. COMMENTS (enter information by line number - see instructions)

**USA FORT BUCKLEY ILLA IL-60**

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# Schedule 12

This schedule is in response to Question 12.

3255H

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of September 21, 1989, by and among The Procter & Gamble Company, an Ohio corporation ("Parent"), Genesis Acquisition, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Sub"), and Noxell Corporation, a Maryland corporation (the "Company").

WHEREAS, the Boards of Directors of Parent, Sub and the Company have approved the acquisition of the Company by Parent;

WHEREAS, simultaneously with the execution and delivery of this Agreement and in order to induce Parent to enter into this Agreement, certain holders of common stock (voting), par value \$1.00 per share (the "Common Stock"), and Class B common stock (non-voting), par value \$1.00 per share ("Class B Stock" and, together with the Common Stock, the "Stock") of the Company, have granted Parent an irrevocable option to purchase at least two-thirds of the outstanding shares of Common Stock and certain shares of Class B Stock and an irrevocable proxy to vote such shares of Common Stock for certain purposes (the "Stockholders Agreement"); and

WHEREAS, the Boards of Directors of Parent, Sub and the Company have approved the merger of Sub into the Company (the "Merger"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements contained herein the parties hereto agree as follows:

## ARTICLE I

## THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as defined in Section 1.2), Sub shall be merged into the Company and the separate existence of Sub shall thereupon cease, and the name of the Company, as the surviving corporation in the Merger (the "Surviving Corporation"), shall by virtue of the Merger remain "Noxell Corporation."

Section 1.2 Effective Date of the Merger. The Merger shall become effective when a properly executed Articles of Merger and Certificate of Merger are duly filed with the State Department of Assessments and Taxation of the State of Maryland and the Secretary of State of Delaware, respectively, which filings shall be made as soon as practicable after the closing of the transactions contemplated by this Agreement in accordance with Section 3.10. When used in this Agreement, the term "Effective Date" shall mean the date and time at which such Articles and Certificate are so filed.

Section 1.3 Alternative Structure. Parent may substitute another direct wholly-owned subsidiary for Sub, which may be incorporated in Maryland or elsewhere, in which case all references to Sub in this Agreement shall be to such other wholly-owned subsidiary. In such event, the parties agree to execute an appropriate amendment to this Agreement in order to reflect the foregoing change.

## ARTICLE II

## THE SURVIVING CORPORATION

Section 2.1 Charter. At the Effective Date, Article IV of the Charter of the Company shall be amended to read in its entirety as follows:

"The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,000, all of which shall consist of Common Stock, par value \$0.01 per share."

As so amended, the Charter of the Company shall be the Charter of the Surviving Corporation after the Effective Date, and thereafter, subject to Section 8.9, may be amended in accordance with its terms and as provided by law.



Section 2.2 By-Laws. The By-laws of the Company as in effect on the Effective Date shall be the By-laws of the Surviving Corporation.

Section 2.3 Board of Directors; Officers. The directors of Sub immediately prior to the Effective Date shall be the directors of the Surviving Corporation and the officers of the Company immediately prior to the Effective Date shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected and qualified.

Section 2.4 Effects of Merger. The Merger shall have the effects set forth in Sections 3-114 of the Maryland General Corporation Law (the "Md. GCL") and Section 259 of the Delaware General Corporation Law (the "Del. GCL").

### ARTICLE III

#### CONVERSION OF SHARES

Section 3.1 Exchange Ratio. As of the Effective Date, by virtue of the Merger and without any action on the part of any holder of any Common Stock or Class B Stock:

(a) All shares of Common Stock and Class B Stock which are held by the Company or any subsidiary of the Company, and any shares of Common Stock and Class B Stock owned by Parent, Sub or any other subsidiary of Parent, shall be cancelled.

(b) All issued and outstanding shares of capital stock of Sub shall be converted into 1,000 issued and outstanding shares of Common Stock of the Surviving Corporation.

(c) Subject to Section 3.4, each remaining outstanding share of Common Stock or of Class B Stock (other than Dissenting Shares, if any, as defined in Section 3.6) shall be converted into .272 (the "Exchange Ratio") of a share of Common Stock, without par value and with stated value of \$1 per share, of Parent ("Parent Common Stock").

In the event of any stock dividend, stock split, recapitalization or exchange of shares with respect to, or rights issued in respect of, Parent Common Stock after the date hereof, the Exchange Ratio shall be adjusted accordingly. In the event any extraordinary dividend is paid on Parent Common Stock (other than regular cash dividends as may be increased from time to time in accordance with past practice) after the date hereof, such adjustment shall take into account the

relationship between the value of cash or securities distributed pursuant to such dividend and the value of Parent Common Stock after such dividend.

**Section 3.2 Parent to Make Certificates Available.**

Parent shall authorize one or more persons to act as Exchange Agent hereunder (the "Exchange Agent"). As soon as practicable after the Effective Date, Parent shall make available, and each holder of Common Stock or Class B Stock will be entitled to receive, upon surrender to the Exchange Agent of one or more certificates ("Certificates") representing such stock for cancellation, certificates representing the number of shares of Parent Common Stock into which such shares are respectively converted in the Merger and cash in consideration of fractional shares as provided in Section 3.4. Parent Common Stock into which Common Stock or Class B Stock shall be converted in the Merger shall be deemed to have been issued at the Effective Date.

**Section 3.3 Dividends; Transfer Taxes.** No dividends that are declared on Parent Common Stock will be paid to persons entitled to receive certificates representing Parent Common Stock pursuant to this Agreement until such persons surrender their Certificates representing Common Stock or Class B Stock, as the case may be. Upon such surrender, there shall be paid to the person in whose name the certificates representing such Parent Common Stock shall be issued, any dividends which shall have become payable with respect to such Parent Common Stock between the Effective Date and the time of such surrender. In no event shall the person entitled to receive such dividends be entitled to receive interest on such dividends. If any certificates for any shares of Parent Common Stock are to be issued in a name other than that in which the Certificates representing shares of Common Stock or Class B Stock, as the case may be, surrendered in exchange therefor registered, it shall be a condition of such exchange that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of the issuance of certificates for such shares of Parent Common Stock in a name other than that of the registered holder of the Certificate surrendered, or shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, neither the Exchange Agent nor any party hereto shall be liable to a holder of shares of Common Stock or Class B Stock, as the case may be, for any shares of Parent Common Stock or dividends thereon, or, in accordance with Section 3.4, proceeds of the sale of fractional interests, delivered to a public official pursuant to any applicable escheat laws.

Section 3.4 No Fractional Securities. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates representing Common Stock or Class B Stock pursuant to Section 3.1(c) and no Parent dividend, stock split or interest shall relate to any fractional security, and such fractional interests shall not entitle the owner thereof to vote or to any rights of a securityholder. In lieu of any such fractional securities, each holder of Common Stock or Class B Stock, as the case may be, who would otherwise have been entitled to a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to Section 3.1(c), will be paid cash upon such surrender in an amount equal to such fraction multiplied by the closing sale price of Parent Common Stock as reported on the Consolidated Tape for shares listed on the New York Stock Exchange ("NYSE") on the Effective Date of the Merger.

Section 3.5 Shareholders' Meeting. The Company will take all action necessary, in accordance with applicable law and its Charter and By-laws, to convene a special meeting of the holders of Common Stock (the "Meeting") as promptly as practicable for the purpose of considering and taking action upon the Merger Agreement. The Board of Directors of the Company will recommend that holders of the Common Stock vote in favor of and approve the Merger and the adoption of the Merger Agreement at the Meeting; provided, however, that such recommendation may be withdrawn, modified or amended to the extent the Board of Directors, in the exercise of its fiduciary obligations under applicable law after consultation with and advice from outside counsel concerning such fiduciary obligations, deems it necessary to do so. At the Meeting, all of the shares of Common Stock then owned by Parent, Sub, or any other subsidiary of Parent, or with respect to which Parent, Sub or other subsidiary of Parent holds the power to direct the voting, will be voted in favor of and approve the Merger and adoption of this Agreement.

Section 3.6 Dissenters' Rights. Notwithstanding any provision of this Agreement to the contrary, any shares of Stock outstanding immediately prior to the Effective Date held by a holder who has demanded and perfected the right, if any, for appraisal of those shares of Stock in accordance with the provisions of Section 3-203 of the Md. GCL and as of the Effective Date has not withdrawn or lost such right to such appraisal ("Dissenting Shares") shall not be converted into or represent a right to receive Parent Common Stock pursuant to Section 3.1(c), but the holder shall only be entitled to such rights as are granted by the Md. GCL. If a holder of shares of Stock who demands appraisal of those shares under the Md. GCL

shall effectively withdraw or lose (through failure to perfect or otherwise) the right to appraisal, then, as of the Effective Date or the occurrence of such event, whichever last occurs, those shares of Stock shall be converted into and represent only the right to receive Parent Common Stock as provided in Section 3.1(c) and cash in consideration of fractional shares as provided in Section 3.4, without interest, upon the surrender of the Certificate or Certificates representing those shares of Stock. The Company shall give Parent (a) prompt notice of any written demands for appraisal of any shares of Stock, attempted withdrawals of such demands, and any other instruments served pursuant to the Md. GCL received by the Company relating to shareholders' rights of appraisal and (b) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the Md. GCL. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisals of Stock of the Company, offer to settle or settle any such demands or approve any withdrawal of any such demands.

Section 3.7 Closing of the Company's Transfer Books. At the Effective Date, the stock transfer books of the Company shall be closed and no transfer of shares of Stock shall thereafter be made. If, after the Effective Date, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for Parent Common Stock or cash as provided in Sections 3.1(c) and 3.4, subject to applicable law in the case of Dissenting Shares.

Section 3.8 Assistance in Consummation of the Merger. Each of Parent, Sub and the Company shall provide all reasonable assistance to, and shall cooperate with, each other to bring about the consummation of the Merger as soon as is possible in accordance with the terms and conditions of this Agreement. Parent shall cause Sub to perform all of its obligations in connection with this Agreement.

Section 3.9 Stockholders Agreement. The Company acknowledges that, concurrently herewith, Parent is entering into the Stockholders Agreement in a form previously presented to the Company.

Section 3.10 Closing. The closing of the transactions contemplated by this Agreement shall take place (i) at the offices of Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York New York 10004, at 1:00 P.M. local time on the later of (x) the date of the shareholders' Meeting referred to in Section 3.5 or (y) the day on which the last of

the conditions set forth in Article IX is fulfilled or waived or (ii) at such other time and place as Parent and the Company shall agree in writing.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company as follows:

Section 4.1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has corporate power to carry on its business as it is now being conducted or presently proposed to be conducted. Parent is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a material adverse effect on the business, properties, assets, financial condition, liabilities or prospects of Parent and its subsidiaries taken as a whole (a "Parent Material Adverse Effect").

Section 4.2 Capitalization. The authorized capital stock of Parent consists of 500,000,000 shares of Parent Common Stock, without par value and with stated value of \$1 per share, 2,500,000 shares of Parent Preferred Stock, \$100 par value, 297,500,000 shares of Parent Class A Preferred Stock, without par value and with stated value of \$1 per share, and 200,000,000 shares of Parent Class B Preferred Stock, without par value and with stated value of \$1 per share. As of September 19, 1989, 162,196,273 shares of Parent Common Stock and 9,090,909 shares of Class A Preferred Stock were validly issued and outstanding, fully paid, and nonassessable, and no other shares of Parent Preferred Stock were validly issued and outstanding, fully paid and nonassessable. As of September 20, 1989, except for employee stock options to acquire 5,870,513 shares of Parent Common Stock, and shares of Class A Preferred Stock convertible into 9,090,909 shares of Parent Common Stock, there are no options, warrants or other rights, agreements or commitments presently outstanding obligating Parent to issue shares of its capital stock. All of the shares of Parent Common Stock issuable in exchange for Company Stock at the Effective Date in accordance with this Agreement will be, when so issued, duly authorized, validly issued, fully paid and non-assessable.

#### Section 4.3 Authority Relative to this Agreement.

Parent has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Parent's Board of Directors and no shareholder approval or other corporate proceedings on the part of Parent are necessary to authorize this Agreement and the transactions contemplated hereby. Parent is not subject to or obligated under (i) any charter, bylaw, indenture or other loan document provision or (ii) any other contract, license, franchise, permit, order or decree, which would be breached or violated by its executing and carrying out this Agreement other than, in the case of clause (ii) only, any breaches or violations which, either singly or in the aggregate, will not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby. Except as referred to herein or in connection, or in compliance, with the provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Investment Canada Act and other foreign governmental approvals (collectively, the "Foreign Laws"), and the environmental, corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by Parent of the Merger or the other transactions contemplated by this Agreement, other than filings, registrations, authorizations, consents or approvals the failure to make or obtain would not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

#### Section 4.4 Reports and Financial Statements.

Parent has previously furnished or will promptly furnish the Company with true and complete copies of its (i) Annual Reports on Form 10-K for the three years ended June 30, 1989, as filed with the Securities and Exchange Commission (the "Commission"), (ii) proxy statements relating to all meetings of its shareholders (whether annual or special) during 1987 through 1989, and (iii) all other reports or registration statements filed by Parent with the Commission since December 31, 1986, except registration statements on Form S-3 relating to debt financings of Parent and stock incentive plans for employees and on Form S-8 relating to employee benefit plans. As of their respective dates, such reports and statements did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstance under which they were made, not misleading. The

audited consolidated financial statements and unaudited interim financial statements of Parent included in such reports have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto) and fairly present the financial position of Parent and its subsidiaries as at the dates thereof and the results of their operations and changes in financial position for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end and audit adjustments and any other adjustments described therein.

Section 4.5 Absence of Certain Changes or Events.

Except as disclosed in public filings by Parent with the Commission prior to the date of this Agreement, since June 30, 1989, there has not been any material adverse change in the financial condition or in the results of operations or the businesses, properties, assets, liabilities or prospects of Parent and its subsidiaries, taken as a whole.

Section 4.6 Information in Disclosure Documents,

Registration Statements, Etc. None of the information supplied by Parent or Sub for inclusion in (i) the Registration Statement to be filed with the Commission by Parent on Form S-4 under the Securities Act for the purpose of registering the shares of Parent Common Stock to be issued in the Merger (the "Registration Statement") and (ii) any proxy statement or information statement or notice of the Company (the "Proxy/Information Statement") required to be mailed to the Company's shareholders in connection with the Merger will, in the case of the Proxy/Information Statement or any amendments or supplements thereto, at the time of the mailing of the Proxy/Information Statement and any amendments or supplements thereto, and at the time of the Meeting of shareholders to be held in connection with the Merger, or, in the case of the Registration Statement, at the time it becomes effective and at the Effective Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Registration Statement will comply as to form in all material respects with the provisions of the Securities Act, and the rules and regulations promulgated thereunder.

Section 4.7 Parent Ownership of Stock.

Parent does not own, and will not acquire prior to the later of the termination of this Agreement or the termination of the Stockholders Agreement, any shares of Stock other than pursuant to the terms of this Agreement or the Stockholders Agreement.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Sub as follows:

Section 5.1 Organization and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has corporate power to carry on its business as it is now being conducted or presently proposed to be conducted. The Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not have a material adverse effect on the business, properties, assets, financial condition, liabilities or prospects of the Company and its subsidiaries taken as a whole (a "Material Adverse Effect").

Section 5.2 Capitalization. The authorized capital stock of the Company consists of 40,000,000 shares of Common Stock and 160,000,000 shares of Class B Stock. As of September 20, 1989, 7,619,132 shares of Common Stock and 32,875,017 shares of Class B Stock were validly issued and outstanding, fully paid and nonassessable. As of September 21, 1989, except for employee stock options to acquire 1,066,562 shares of Class B Stock, there are no options, warrants or other rights, agreements or commitments presently outstanding obligating the Company to issue shares of its capital stock.

Section 5.3 Subsidiaries. Each subsidiary material to the business of the Company and its subsidiaries taken as a whole is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has corporate power to carry on its business as it is now being conducted or proposed to be conducted. Each of such subsidiaries is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary except where the failure to be so qualified will not have a Material Adverse Effect. All the outstanding shares of capital stock of such subsidiaries are validly issued, fully paid and nonassessable and those owned by the Company or by a subsidiary of the Company are owned free and clear of any liens, claims, or encumbrances. There are no existing options, calls or commitments of any character relating to the issued or



unissued capital stock or other securities of any of the subsidiaries of the Company. Except as set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1988, the Company does not directly or indirectly own any interest material to the Company and its subsidiaries taken as a whole in any other corporation, partnership, joint venture or other business association or entity.

Section 5.4 Authority Relative to this Agreement.

The Company has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Company's Board of Directors and, except for the approval of the holders of the Common Stock, no other corporate proceedings on the part of the Company are necessary to authorize this Agreement and the transactions contemplated hereby. The Company is not subject to or obligated under (i) any charter, by-law, indenture or other loan document provision or (ii) any other contract, license, franchise, permit, order or decree, which would be breached or violated by its executing and carrying out this Agreement, other than, in the case of clause (ii) only, any breaches or violations which, either singly or in the aggregate, will not have a Material Adverse Effect or prevent the consummation of the transactions contemplated hereby. Except as referred to herein or in connection, or in compliance, with the provisions of the HSR Act, the Securities Act, the Exchange Act, the Foreign Laws and the environmental, corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by the Company of the Merger or the other transactions contemplated by this Agreement, other than filings, registrations, authorizations, consents or approvals the failure to make or obtain would not have a Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

Section 5.5 Reports and Financial Statements.

The Company has previously furnished or will promptly furnish Parent with true and complete copies of its (i) Annual Reports on Form 10-K for the three years ended December 31, 1988, as filed with the Commission, (ii) Quarterly Reports on Form 10-Q for the quarters ended March 31, 1989 and June 30, 1989, (iii) proxy statements relating to all meetings of its shareholders (whether annual or special) during 1986 through 1989 and (iv) all other reports or registration statements filed by the Company with the Commission since December 31, 1986, except registration statements on Form S-3 relating to debt financings of the Company and stock incentive plans for

employees and on Form S-8 relating to employee benefit plans (clauses (i) through (iv) being referred to herein collectively as the "Company SEC Reports"). As of their respective dates, such reports and statements did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited interim financial statements of the Company included in such reports have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto) and fairly present the financial position of the Company and its subsidiaries as at the dates thereof and the results of their operations and changes in financial position for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end and audit adjustments and any other adjustments described therein.

Section 5.6 Absence of Certain Changes or Events.

Except as disclosed in public filings by the Company with the Commission prior to the date of this Agreement, since June 30, 1989, there has not been (i) any material adverse change in the financial condition or in the results of operations or the business, properties, assets, liabilities or prospects of the Company and its subsidiaries, taken as a whole, (ii) any declaration (which has not been revoked), setting aside or payment of any dividend (whether in cash, stock or property) with respect to the capital stock of the Company, except regular quarterly cash dividends not in excess of \$0.12 1/2 per share of Stock, or (iii) any entry into any commitment or transaction material to the Company and its subsidiaries taken as a whole (including, without limitation, any borrowing or sale of assets) except in the ordinary course consistent with past practice.

Section 5.7 Litigation. The business of the Company and its subsidiaries is not being conducted in violation of any law, ordinance or regulation of any governmental entity, except for violations which either singly or in the aggregate do not and, insofar as can reasonably be foreseen, will not have a Material Adverse Effect. Except as disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 1988, or the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 1989 and June 30, 1989, or as otherwise disclosed to Parent prior to the execution of this Agreement, there is no suit, action or proceeding pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its subsidiaries which, insofar

as can reasonably be foreseen, will have a Material Adverse Effect, nor is there any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against the Company or any of its subsidiaries having, or which, insofar as can reasonably be foreseen, in the future will have, any such Effect.

Section 5.8. Required Vote. The affirmative vote of the holders of two-thirds of the outstanding Common Stock is the only vote of holders of any class of Company capital stock necessary to approve this Agreement, the Merger and the transactions contemplated hereby.

Section 5.9 Information in Disclosure Documents. None of the information with respect to the Company or its subsidiaries to be included in the Proxy/Information Statement or the Registration Statement will, in the case of the Proxy/Information Statement or any amendments or supplements thereto, at the time of the mailing of the Proxy/Information Statement and any amendments or supplements thereto, and at the time of the Meeting of holders of the Common Stock of the Company to be held in connection with the Merger, or, in the case of the Registration Statement, at the time it becomes effective and at the Effective Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Proxy/Information Statement will comply as to form in all material respects with the provisions of the Md. GCL.

Section 5.10 Taxes. The Company has heretofore delivered or will make available to Parent true and correct copies of the consolidated federal income tax returns, state income tax returns, and state sales tax returns filed by the Company and its subsidiaries for each of the Company's fiscal years ended December 31, 1984, 1985, 1986, 1987 and 1988 inclusive. The Company has filed, and each subsidiary of the Company has filed, all federal, state, local and foreign income, franchise, sales and other tax returns or reports (including declarations of estimated tax) which were required to be filed by the Company or its subsidiaries, except where the failure to file would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries have, with regard to any assets or property held, acquired or to be acquired by them, filed a consent to the application of Section 341(f)(2) of the Code, and none of such companies has granted any extension of the limitation period applicable to any claim for taxes or assessments.

Section 5.11 Employee Benefit Plans.

(a) The Company has previously provided or will provide to Parent complete copies of the following: (1) the Long Term Disability Group Insurance Plan, Incentive Compensation Plan, Life and Medical Group Insurance Plan, Travel Accident, Voluntary Accidental Death and Dismemberment Insurance Programs, Profit Sharing Plan and the Pension Plan of the Company and (2) the two most recent annual reports on Form 5500 required to be filed by the Company or any of its subsidiaries in connection with the Profit Sharing Plan and Pension Plan of the Company.

(b) Neither the Company nor any of its subsidiaries is a party to a collective bargaining agreement.

Section 5.12 State Takeover Statutes Inapplicable.

As of the date hereof and at all times on or prior to the Effective Date, § 3-602 of the Md. GCL (the "Business Combination Statute") and §§ 3-702(a) and 3-703 through 3-708 of the Md. GCL (the "Control Share Acquisition Statute") and any other Maryland takeover law in effect on the date hereof shall be inapplicable to the Merger, the Stockholders Agreement and the transactions contemplated by this Agreement.

Section 5.13 Company Action. The Board of Directors of the Company (at a meeting duly called and held) has by the requisite vote of all directors present (a) determined that the Merger is advisable and fair and in the best interests of the Company and its shareholders, (b) approved the Merger in accordance with the provisions of §3-105 of the Md. GCL, (c) resolved to recommend the approval of this Agreement and the Merger by the holders of the Common Stock and directed that the Merger be submitted for consideration by the Company's shareholders at the Meeting, (d) taken all necessary steps to render the Business Combination Statute and the Control Share Acquisition Statute inapplicable to the Merger, the Stockholders Agreement and the transactions contemplated by this Agreement and (e) adopted a resolution to elect not to be subject, to the extent permitted by applicable law, to any state takeover law that may purport to be applicable to the Merger, the Stockholders Agreement and the transactions contemplated by this Agreement.

Section 5.14 Fairness Opinion. The Company has received the written opinion of Alex. Brown & Sons Incorporated, financial advisor to the Company, dated the date hereof, to the effect that the consideration to be received by the shareholders in the Merger is fair to the shareholders of the Company from a financial point of view. A copy of such written opinion has been furnished to Parent.

Section 5.15 Financial Advisor. The Company represents and warrants that, except for its investment bankers, Alex. Brown & Sons Incorporated, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES REGARDING SUB

Parent and Sub jointly and severally represent and warrant to the Company as follows:

Section 6.1 Organization. Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Sub has not engaged in any business since it was incorporated.

Section 6.2 Capitalization. The authorized capital stock of Sub consists of 1,000 shares of Common Stock, par value \$0.01 per share, 1,000 shares of which are validly issued and outstanding, fully paid and nonassessable and are owned by Parent free and clear of all liens, claims and encumbrances.

Section 6.3 Authority Relative to this Agreement. Sub has the corporate power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its Board of Directors and sole shareholder, and no other corporate proceedings on the part of Sub are necessary to authorize this Agreement and the transactions contemplated hereby. Except as referred to herein or in connection, or in compliance, with the provisions of the HSR Act, the Securities Act, the Exchange Act, the Foreign Laws and the environmental, corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by Sub of the Merger or the transactions contemplated by this Agreement, other than filings, registrations, authorizations, consents or approvals the failure to make or obtain would not prevent the consummation of the transactions contemplated hereby.

## ARTICLE VII

## CONDUCT OF BUSINESS PENDING THE MERGER

Section 7.1 Conduct of Business by the Company Pending the Merger. Prior to the Effective Date, unless Parent shall otherwise agree in writing or as otherwise contemplated by this Agreement:

(i) the respective businesses of the Company and its subsidiaries shall be conducted only in the ordinary course, and there shall be no material changes in the conduct of the Company's operations;

(ii) the Company shall not (A) sell or pledge or agree to sell or pledge any stock owned by it in any of its subsidiaries, (B) amend its Charter or By-laws, (C) split, combine or reclassify its outstanding capital stock or declare, set aside or pay any dividend payable in cash, stock or property except for regular quarterly cash dividends consistent with past practices, or (D) directly or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of Stock;

(iii) neither the Company nor any of its subsidiaries shall (A) issue or agree to issue any additional shares of, or rights of any kind to acquire any shares of, its capital stock of any class other than issuances pursuant to the exercise of employee stock options outstanding on the date hereof; (B) acquire or dispose of any fixed assets or acquire or dispose of any other substantial assets other than in the ordinary course of business; (C) incur a material amount of additional indebtedness, any other material liabilities or enter into any other material transaction other than in the ordinary course of business; (D) knowingly take any action which would jeopardize the treatment of Parent's acquisition of the Company as a "pooling" for accounting purposes; (E) knowingly take any action which would jeopardize qualification of the Merger as a reorganization within the meaning of Section 368(a)(2)(E) of the Code; or (F) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(iv) the Company shall use its best efforts to preserve intact the business organization of the Company and its subsidiaries, to keep available the services of its and their parent officers and key

employees, and to preserve the good will of those having business relationships with it and its subsidiaries;

(v) neither the Company nor any of its subsidiaries shall, directly or indirectly, through any officer, director, employee, agent or otherwise, (A) solicit, initiate or encourage submission of proposals or offers from any person relating to any acquisition, purchase or sale of all or a material amount of the assets of, or any securities of, or any merger, consolidation or business combination, liquidation, reorganization or similar transaction with, the Company or any of its subsidiaries or divisions, or otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage such proposal or offer, or (B) participate in any discussions or negotiations regarding, or furnish to any other person any information with respect to, any effort or attempt by any other person to do or seek any of the foregoing; provided, however, that to the extent the Board of Directors, in the exercise of its fiduciary obligations under applicable law after consultation with and advice from outside counsel concerning such fiduciary obligations, deems it necessary to do so, the Company may furnish to another person information which prior thereto had been furnished to Parent or Sub or hold discussions with such person. The Company shall promptly notify Parent in writing if any proposal or offer, or any inquiry or contact with any person with respect thereto, is made, or if any information is provided to any person, and any such notice shall include a description of the terms of any proposal or offer, or the nature of any inquiry or contact, which is made;

(vi) the Company shall make all necessary and appropriate adjustments to, and shall obtain all necessary consents with respect to, each option issued pursuant to the 1984 Company Employee Stock Option Plan (an "Employee Option") to provide that the Employee Options shall be amended and converted as of the Effective Date into an option (a "Parent Option") to acquire a number of shares of Parent Common Stock equal to the Exchange Ratio times the number of shares of Company Common Stock subject to the Employee Option which it replaces at an exercise price per share equal to the exercise price per share of Company Common Stock under such Employee Option divided by the

Exchange Ratio. All other terms and conditions of the Parent Option, including, without limitation, terms and conditions relating to the exercisability and the maximum term of the Parent Option, shall be identical to the terms and conditions of the Employee Option which it replaces. No fractional shares of Parent Common Stock shall be issued upon exercise of all or any portion of a Parent Option and if the number of shares of Parent Common Stock issuable upon exercise of all or any portion of a Parent Option shall include a fraction of a share, the number of shares of Parent Common Stock deliverable upon such exercise shall be rounded down to the next lower full number. The Company and the Parent intend that Parent's assumption of stock options granted by Company will not be considered a modification within the meaning of Section 425(h) of the Code.

(vii) neither the Company nor any of its subsidiaries will, except as required to comply with applicable law, (A) adopt, enter into, terminate or amend any bonus, profit sharing, compensation, severance, termination, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or other arrangement for the benefit or welfare of any director, officer or employee, (B) increase in any manner the compensation or fringe benefit of any director, officer or employee (except for normal increases in the ordinary course of business that are consistent with past practice and that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company and its subsidiaries relative to the level in effect prior to such amendment), (C) pay any benefit not provided under any existing plan or arrangement, (D) grant any awards under any bonus, incentive, performance or other compensation plan or arrangement (including, without limitation, the grant of stock options, stock appreciation rights, stock based or stock related awards, performance units or restricted stock, or the removal of existing restrictions in any benefit plans or agreements or awards made thereunder) (other than such plans and arrangements (other than stock options) which are made consistent with past practice), (E) take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, contract or arrangement other than in the ordinary course of business



consistent with past practice or (F) adopt, enter into, amend or terminate any contract, agreement, commitment or arrangement to do any of the foregoing.

Section 7.2 Conduct of Business by Parent Pending the Merger. Prior to the Effective Date, except for the acquisition of Stock pursuant to the Stockholders Agreement, or unless the Company shall otherwise agree in writing or as otherwise contemplated by this Agreement:

(i) the respective businesses of Parent and its subsidiaries shall be conducted only in the ordinary course, provided that Parent and its subsidiaries may also effect any transactions which do not have a Parent Material Adverse Effect; and

(ii) neither the Parent nor any of its subsidiaries shall (A) knowingly take any action which would jeopardize the treatment of Parent's acquisition of the Company as a "pooling" for accounting purposes, or (B) take any action which would jeopardize qualification of the Merger as a reorganization within the meaning of Section 368(a)(2)(E) of the Code.

Section 7.3 Conduct of Business of Sub. During the period from the date of this Agreement to the Effective Date, Sub shall not engage in any activities of any nature except as provided in or contemplated by this Agreement.

## ARTICLE VIII

### ADDITIONAL AGREEMENTS

Section 8.1 Access and Information. The Company shall afford to Parent and to Parent's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Effective Date to all of its properties, books, contracts, commitments and records (including but not limited to tax returns) and, during such period, each shall furnish promptly to Parent (i) a copy of each report, schedule and other document filed or received by it pursuant to the requirements of federal or state securities laws, and (ii) all other information concerning its business, properties and personnel as Parent may reasonably request, provided that no investigation pursuant to this Section 8.1 shall affect any representations or warranties made by the Company herein or the conditions to the obligations of Parent to consummate the Merger. Parent shall hold, and shall cause its employees and agents to hold, in confidence all such

information (other than such information which (a) is already in Parent's possession (except information furnished to Parent by the Company or its advisors) or (b) becomes generally available to the public other than as a result of a disclosure by Parent or its directors, officers, employees, agents or advisors, or (c) becomes available to Parent on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by Parent to be bound by a confidentiality agreement with or other obligation of secrecy to the Company or another party) until such time as such information is otherwise publicly available; provided, however, that (I) any such information may be disclosed to Parent's directors, officers and employees and representatives of Parent's advisors who need to know such information for the purpose of evaluating the transactions contemplated hereby (it being understood that such directors, officers, employees and representatives shall be informed by Parent of the confidential nature of such information), (II) any disclosure of such information may be made as to which the Company shall consent in writing, and (III) any such information may be disclosed pursuant to a judicial, administrative or governmental order or request; provided, that Parent, if so ordered or requested, will promptly notify the Company so that the Company may seek a protective order or appropriate remedy and/or waive compliance with this Agreement and if such protective order or other remedy is not obtained or the Company waives compliance with this provision, Parent will furnish only that portion of such information which is legally required and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the information furnished. If this Agreement is terminated, Parent will deliver to the Company all documents, work papers and other material (including copies) obtained by Parent or on its behalf from the Company as a result of this Agreement or in connection herewith, whether so obtained before or after the execution hereof.

Section 8.2 Registration Statement. Parent shall prepare and file with the Commission as soon as is reasonably practicable the Registration Statement and shall use all reasonable efforts to have the Registration Statement declared effective by the Commission as promptly as practicable. Parent shall also take any action required to be taken under state blue sky or securities laws in connection with the issuance of the Parent Common Stock pursuant to the Merger, and the Company shall furnish Parent all information concerning the Company and the holders of its capital stock and shall take such action as Parent may reasonably request in connection with any such action. The information provided and to be provided by Parent and the Company, respectively, for use in the Registration

Statement shall be true and correct in all material respects without omission of any material fact which is required to make such information not false or misleading.

Section 8.3 Shareholders' Approvals. The Company shall promptly call a Meeting of holders of Common Stock for the purpose of voting upon the Merger and shall use its best efforts to obtain shareholder approval for the Merger. Notwithstanding any withdrawal, modification or amendment of any recommendation of the Board of Directors, without the prior written consent of Parent (which consent shall not be unreasonably withheld), the Company shall not take any action (including any inaction) which postpones or adjourns the Meeting or otherwise causes the Meeting not to be held.

Section 8.4 Compliance with the Securities Act.

(a) Prior to the Effective Date the Company shall cause to be delivered to Parent an opinion (satisfactory to counsel for Parent) of the general counsel of the Company or such law firm as may be reasonably satisfactory to Parent, identifying all persons who were, in his or its opinion, at the time of the Company shareholders' Meeting convened in accordance with Section 3.5, "affiliates" of the Company as that term is used in paragraphs (c) and (d) of Rule 145 under the Securities Act (the "Affiliates").

(b) The Company shall obtain a written agreement from each person who is identified as a possible Affiliate in the opinion referred to in clause (a) above, in the form previously approved by the parties, that (i) he will not offer to sell, sell or otherwise dispose of any of the Parent Common Stock issued to him pursuant to the Merger, except in compliance with Rule 145 or another exemption from the registration requirements of the Securities Act and (ii) he will not sell or in any other way reduce his risk relative to any shares of Parent Common Stock received in the Merger (within the meaning of the Commission's rules relating to pooling of interest accounting), until such time as financial results (including combined sales and net income) covering at least 30 days of post-merger operations have been published. The Company shall deliver such written agreements to Parent on or prior to the Effective Date.

Section 8.5 Stock Exchange Listings. Parent shall use its best efforts to list on the NYSE, upon official notice of issuance, the Parent Common Stock to be issued pursuant to the Merger.

Section 8.6 Proxy/Information Statement. If necessary to consummate the Merger, as soon as practicable after the written request of Parent, the Company shall prepare the Proxy/Information Statement, file it, if necessary, with the Commission and mail it to all holders of shares of Common Stock and Class B Stock. Parent, Sub and the Company shall cooperate with each other in the preparation of the Proxy/Information Statement.

Section 8.7 State Takeover Statutes. The Company shall use its best efforts to take all necessary steps to remove Parent and Sub from the applicability of, and assist in any challenge by Parent or Sub to the validity or applicability to either of them of, the Business Combination Statute, the Control Share Acquisition Statute or any state takeover law in connection with the Stockholder Agreement, the Merger or any other transactions contemplated by this Agreement.

Section 8.8 Employee Arrangements.

(a) From and after the Effective Time, Parent will cause the Surviving Corporation to honor, in accordance with their respective terms in effect on the date hereof, the employment agreements to which the Company is a party and which are disclosed in the Company SEC Reports.

(b) Following the Effective Date, Parent shall cause the Surviving Corporation to provide, for a period of three (3) years, employee benefits to the officers and employees of the Company and its subsidiaries which in the aggregate are substantially as favorable as those currently provided by the Company and its subsidiaries.

(c) Parent shall cause the Surviving Corporation (or its successors or assigns) to pay benefits accrued under the Company's two Deferred Compensation Agreements in accordance with their terms. Parent agrees (i) that the assets of the Company's Profit-Sharing and Pension Plan shall be used solely for the benefit of their participants and shall not revert to the Surviving Corporation (or its successors or assigns) and (ii) to cause the Surviving Corporation to continue to fund the Company's Profit-Sharing and Pension Plans so long as it continues to maintain them; provided, however that, subject to Section 8.8(b), the Surviving Corporation shall have no obligation to continue either of such Plans.

(d) Parent shall cause the Surviving Corporation (or its successors or assigns) to continue to maintain the Company's Executives' Survivor Plan without modification for the benefit of the current eleven participants of the Plan,

except that Section 4(b)(i) of the Plan will be amended by the Company prior to the Effective Date to provide that the rights of a Participant under the Plan shall not terminate solely by reason of such Participant's cessation of Employment prior to age sixty (60).

Section 8.9 Indemnification. Parent agrees to cause the Surviving Corporation (i) to maintain in effect the provisions of the Company's Charter and By-laws relating to the rights of officers, directors, employees and agents of the Company to indemnification and exculpation from liability with respect to actions or failures to act prior to the Effective Date or provide indemnification and exculpation from liability provisions no less favorable to such persons than those contained therein and (ii) for a period of not less than 6 years from the Effective Date, to maintain in effect current policies of directors' and officers' liability insurance (or policies of at least the same coverage containing terms and conditions which are not less advantageous), with respect to actions or failures to act prior to the Effective Date; provided that (A) the Surviving Corporation will not be required to pay an annual premium in excess of \$150,000 with respect to such insurance coverage and (B) if current or equivalent coverage cannot be obtained, Parent will cause the Surviving Corporation to use its best efforts to obtain as much directors' and officers' liability insurance as can be obtained by paying an annual premium not in excess of \$150,000.

Section 8.10. HSR Act. The Company and Parent shall use their best efforts to file as soon as practicable notifications under the HSR Act and to respond as promptly as practicable to any inquiries received from the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") for additional information or documentation and to respond as promptly as practicable to all inquiries and requests received from any State Attorney General or other governmental authority in connection with antitrust matters. If required by the FTC, the Antitrust Division, any State Attorney General or any other governmental authority, or if otherwise necessary or required in order to consummate the Merger, Parent agrees promptly to take all steps (including executing agreements and submitting to judicial or administrative orders) to effect the sale or other disposition of, or to hold separate assets or businesses of the Company or any of its subsidiaries or affiliates (including, without limitation, pursuant to arrangements which limit or prohibit access to such assets or businesses); provided, however, that nothing contained herein shall be deemed or interpreted to be an agreement of the parties to the imposition of any material restriction on the operations of any party hereto or any affiliate thereof or require Parent to

sell, dispose of or hold separate any assets, product lines or categories of assets or businesses of Parent or the Company or any of their affiliates other than with respect to operations or assets of the Company and its subsidiaries which in the aggregate had domestic net sales (including Puerto Rico) which accounted for less than 7 1/2% of the Company's consolidated worldwide net sales for the fiscal year ended December 31, 1988.

#### Section 8.11 Additional Agreements.

(a) Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using all reasonable efforts to obtain all necessary waivers, consents and approvals, to effect all necessary registrations and filings (including, but not limited to, filings under the HSR Act) and to lift any injunction or other legal bar to the Merger (and, in such case, to proceed with the Merger as expeditiously as possible), subject, however, to the appropriate vote of the shareholders of the Company.

(b) In case at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Parent, the Company and Sub shall take all such necessary action.

(c) Following the Effective Date, Parent shall use its best efforts to conduct the business, and shall cause the Surviving Corporation to use its best efforts to conduct its business, except as otherwise contemplated by this Agreement, in a manner which would not jeopardize the characterization of the Merger as a reorganization within the meaning of Section 368(a)(2)(E) of the Code.

### ARTICLE IX

#### CONDITIONS PRECEDENT

Section 9.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the following conditions:

(a) This Agreement and the transaction contemplated hereby shall have been approved and adopted by the requisite votes of the holders of the Company's Common Stock.

(b) The Parent Common Stock issuable in the Merger shall have been authorized for listing on the NYSE, upon official notice of issuance.

(c) The waiting period applicable to the consummation of the Merger under the HSR Act shall have expired.

(d) The Registration Statement shall have become effective in accordance with the provisions of the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall have been issued by the Commission and remain in effect.

(e) No preliminary or permanent injunction or other order by any federal or state court in the United States which prevents the consummation of the Merger shall have been issued and remain in effect (each party agreeing to use its best efforts to have any such injunction lifted).

Section 9.2 Conditions to Obligation of the Company to Effect the Merger. The obligation of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the additional following conditions:

(a) Parent and Sub shall have performed in all material respects their agreements contained in this Agreement required to be performed on or prior to the Effective Date and the representations and warranties of Parent and Sub contained in this Agreement shall be true in all material respects when made and (except for the representations and warranties of Parent contained in Sections 4.2 and 4.5) on and as of the Effective Date as if made on and as of such date, except as contemplated or permitted by this Agreement and except for representations and warranties relating to a time or times other than the Effective Date which were or will be true in all material respects at such time or times, and the Company shall have received a certificate of the President or Chief Executive Officer or a Vice President of Parent and Sub to that effect.

(b) The Company shall have received a favorable opinion of Fried, Frank, Harris, Shriver & Jacobson, based upon certain factual representations of the Company, Parent and Sub reasonably requested by such counsel, dated the Effective Date, to the effect that the Merger will constitute a reorganization for federal income tax purposes within the meaning of Section 368(a) of the Code and that accordingly:

(i) No gain or loss will be recognized by the shareholders of the Company upon the conversion of their shares of Stock of the Company into shares of

Parent Common Stock pursuant to the terms of the Merger (except to the extent cash is received in lieu of fractional shares);

(ii) The tax basis of the shares of Parent Common Stock for which shares of Stock of the Company are converted into pursuant to the Merger will be the same as the basis of the shares of Stock of the Company converted (less any proportionate part of such basis allocable to any fractional interest in any share of Parent Common Stock); and

(iii) The holding period of the Parent Common Stock into which shares of Stock of the Company are converted will include the period that such shares of Stock of the Company were held by the holder, provided such shares were a capital asset of the holder.

Section 9.3 Conditions to Obligations of Parent and Sub to Effect the Merger. The obligations of Parent and Sub to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the additional following conditions:

(a) The Company shall have performed in all material respects its agreements contained in this Agreement required to be performed on or prior to the Effective Date and the representations and warranties of the Company contained in this Agreement shall be true in all material respects when made and (except for the representations and warranties of the Company contained in Sections 5.2 and 5.6, the last sentence of Section 5.7 and Sections 5.10 and 5.11) on and as of the Effective Date as if made on and as of such date, except as contemplated or permitted by this Agreement and except for representations and warranties relating to a time or times other than the Effective Date which were or will be true in all material respects at such time or times, and Parent and Sub shall have received a certificate of the President or Chief Executive Officer or a Vice President of the Company to that effect.

(b) there shall not have been any action threatened or taken by any state or federal government or governmental authority or by any court that would not be cured or satisfied after giving effect to the performance by Parent of its obligations under Section 8.10 and that is reasonably likely to (i) make the consummation of the transactions contemplated hereby illegal or otherwise materially restrict or prohibit consummation of the Merger, (ii) require the divestiture (other than any divestitures contemplated by Section 8.10) by Parent or the Company or any of their respective subsidiaries or



affiliates of shares of stock or of any business, assets or property of Parent or its subsidiaries or the Company or its subsidiaries or impose any material limitation on the ability of any of them to conduct their business and own such assets, properties and stock, or (iii) impose any material limitations (other than any limitations contemplated by Section 8.10) on the ability of Parent or any of its subsidiaries or affiliates effectively to control in any respect the business or operations of the Company or Parent or any of their respective subsidiaries or affiliates.

(c) The Company shall have obtained from each person who is identified as a possible "Affiliate" in the list referred to in Section 8.4(a) the written agreement described in Section 8.4(b).

## ARTICLE X

### TERMINATION, AMENDMENT AND WAIVER

Section 10.1 Termination. This Agreement may be terminated at any time prior to the Effective Date, whether before or after approval by the shareholders of the Company:

(a) by mutual consent of the Board of Directors of Parent and the Board of Directors of the Company;

(b) by either Parent or the Company if the Merger shall not have been consummated on or before June 30, 1990 (provided the terminating party is not otherwise in material breach of its obligations under this Agreement);

(c) by the Company if any of the conditions specified in Sections 9.1 and 9.2 have not been met or waived by the Company at such time as such condition can no longer be satisfied; or

(d) by Parent if any of the conditions specified in Sections 9.1 and 9.3 have not been met or waived by Parent at such time as such condition can no longer be satisfied.

The termination provisions of the Articles of Merger shall be identical to the termination provisions set forth in this Section 10.1.

Section 10.2 Effect of Termination. In the event of termination of this Agreement by either Parent or the Company, as provided above, this Agreement shall forthwith become void and (except for the willful breach of this Agreement by any

party hereto) there shall be no liability on the part of either the Company, Parent or Sub or their respective officers or directors; provided that the last two sentences of Section 8.1 and Section 11.3 shall survive the termination.

Section 10.3 Amendment. This Agreement may be amended by the parties hereto, by or pursuant to action taken by their respective Boards of Directors, at any time before or after approval hereof by the shareholders of the Company, but, after such approval, no amendment shall be made which changes the ratios at which capital stock of the Company is to be converted into Parent Common Stock as provided in Section 3.1 or which in any way materially adversely affects the rights of such shareholders, without the further approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 10.4 Waiver. At any time prior to the Effective Date, the parties hereto, by or pursuant to action taken by their respective Boards of Directors, may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any documents delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

## ARTICLE XI

### GENERAL PROVISIONS

Section 11.1 Non-Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Agreement shall not survive the Merger, except for the agreements contained in Sections 3.1, 3.2, 3.3, 3.4, 3.6, 3.7, 8.1, 8.8, 8.9, 8.11 and 11.3.

Section 11.2. Notices. Each party shall promptly give written notice to the other party upon becoming aware of the occurrence or, to its knowledge, impending or threatened occurrence, of any event which would cause or constitute a breach of any of its representations, warranties or covenants contained or referenced in this Agreement and will use its best efforts to prevent or promptly remedy the same. All notices or other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given

upon receipt) by delivery in person, by cable, telegram, telex or other standard form of telecommunications, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Company:

Noxell Corporation  
11050 York Road  
Hunt Valley, Maryland 21030  
Attention: George L. Bunting, Jr.  
Telecopy No.: (301) 785-4741

With a copy to:

Cleary, Gottlieb, Steen & Hamilton  
One State Street Plaza  
New York, New York 10004  
Attention: Victor I. Lewkow  
Telecopy No.: (212) 269-4978

If to Parent or Sub:

The Procter & Gamble Company  
One Procter and Gamble Plaza  
Cincinnati, Ohio 45202  
Attention: General Counsel  
Telecopy No.: (513) 983-4274

With a copy to:

Fried, Frank, Harris, Shriver &  
Jacobson  
One New York Plaza  
New York, New York 10004  
Attention: Stephen Fraidin, P.C.  
Telecopy No.: (212) 747-1526

or to such other address as any party may have furnished to the other parties in writing in accordance with this Section.

Section 11.3. Fees and Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

Section 11.4. Publicity. So long as this Agreement is in effect, Parent, Sub and the Company agree to consult with each other in issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, and none of them shall issue any press release or make any public statement prior to such consultation, except as may be required by law or by obligations pursuant to any listing agreement with any national securities exchange.

Section 11.5. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 11.6 Interpretation. When a reference is made in this Agreement to subsidiaries of Parent or the Company, the word "subsidiaries" means any corporations more than 50% of whose outstanding voting securities are directly or indirectly owned by Parent or the Company, as the case may be. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.7 Miscellaneous. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; (c) shall not be assigned by operation of law or otherwise, except that Sub shall have the right to assign to Parent or any direct wholly-owned subsidiary of Parent any and all rights and obligations of Sub under this Agreement; and (d) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Maryland (without giving effect to the provisions thereof relating to conflicts of law). This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, Parent, Sub and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

THE PROCTER & GAMBLE COMPANY

By /s/ Malcolm Jozoff  
Title:

GENESIS ACQUISITION, INC.

By /s/ Malcolm Jozoff  
Title:

NOXELL CORPORATION

By /s/ George L. Bunting, Jr.  
Title: